

GJJN080002612026



Received on 19-01-2026

Registered on 19-01-2026

Decided on 06-08-2026

Duration YY – MM – DD
00 - 06 - 18

**IN THE COURT OF
ADDITIONAL SENIOR CIVIL JUDGE & ADDL. CJM AT
KESHOD, JUNAGADH
RCS/24/2026**

Exhibit No. -29

Plaintiff: The Paschim Gujarat Vij Co. Ltd.
Through its Deputy Engineer,
Rural Sub Division Office No.2 , Keshod
V/S.
Defendant : Jaydeep Khodabhai Rathod, Age: 25 years,
Religion: Hindu, Occupation: Agriculture,
Residing at Village Mangalpur, Taluka Keshod
Mobile No. 6354018398

**Claim : Suit for Recovery of electricity theft bill amounting
to Rs. 34,860.48/- from the defendant under Section
154(5) of the Electricity Act, 2003.**

Appearance for the Plaintiff : Ld. Adv. H D Devani
Appearance for the Defendant : Ex-parte

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

1. The Plaintiff has filed this suit under Section 9 of the Civil Procedure Code (C.P.C.) for the recovery of **Rs. 34,860.48/-** towards electricity consumption bills, D.P.C. charges, and legal notice fees from the defendant in the suit application.
2. **The concise statement of the fact of the plaintiff's case :**

The plaintiff, Paschim Gujarat Vij Company Ltd. (hereinafter referred to as 'PGVCL'), is an autonomous body established after the reorganization of the Gujarat Electricity Board under the Gujarat Electricity Industry (Re-Organization and Regulation) Act, 2003, pursuant to the notification dated 31/12/2004 issued by the Government of Gujarat implementing the Gujarat Electricity Industry Re-Organization and Comprehensive Transfer Scheme-2003. Its function is to distribute and supply electricity for industrial, agricultural, commercial, domestic, and other purposes throughout its area of operation, namely Saurashtra. Its Rural Sub-Division

Office No. 2 is located at Keshod, District Junagadh, and the head office of the plaintiff company is situated at Vadodara.

On **30/01/2025**, the checking squad comprising **S. S. Dodhiya, Jr. Engineer and N.G. Rathod, Electrical Asst.**, of the Plaintiff Company carried out inspection at the premises of the defendant and found that the defendant was consuming electricity **illegally by directly connecting an aluminium twin core wire to the LT line of the plaintiff company without any authorized electricity meter**, thereby committing theft of electricity. At the time of checking, the defendant himself was present at the site and admitted that he was the owner and user of the premises. The checking officers immediately removed the illegal connection and discontinued the electricity supply. Thereafter, a **Single Phase Meter Verification / Checking Report No. RRC 23- 003220 dated 30/01/2025** was prepared on the spot along with the rough sketch and photographs of the premises.

Thereafter, a complaint under **Section 135 of the Electricity Act, 2003** was lodged at GUVCL Police Station, Junagadh, and the necessary documents including the **spot inspection report, daily checking report, and Annexure-4 regarding the seized wire along with the deposit gate pass** were prepared. Thereafter, the Plaintiff Company issued a **supplementary power theft bill dated 30/01/2025 for Rs. 30,449.79/- along with compounding**

charges of Rs. 2,000/- to the defendant. However, the defendant failed to make payment of the said amount. Therefore, the plaintiff company issued a **legal notice dated 11/09/2025 through its learned advocate**, which was duly served upon the defendant, but the defendant neither replied to the notice nor paid the outstanding amount.

As per the records of the plaintiff company, the defendant is liable to pay **Rs. 30,449.79/- towards power theft assessment bill, Rs. 3,410.69/- towards D.P.C. charges from March 2025 to November 2025, and Rs. 1,000/- towards legal notice charges**, totaling **Rs. 34,860.48/-**.

Because the defendants have not paid the outstanding amount, the plaintiff is now filing this suit for the following reasons:

- (1) They requested that an order be passed to recover the amount due from the defendant, amounting to **Rs. 34,860.48/-** from all types of immovable, movable and personal property of the defendant.
- (2) They requested to pay D. P. C. charge at the rate of **16% per annum** from **December 2025** on the above amount due from the date of claim till the amount is recovered and also requested to pay the cost of the claim.

- (3) It is humbly requested any other relief that the court deems appropriate.
3. Summons of this suit is duly served upon the defendant. on date 10-03-2026 defendant was present in this court and this matter adjourn for compromise. thereafter defendant and his advocate not present in this court nor for compromise.
4. Thereafter, the learned advocate for the plaintiff submitted an application vide **Exhibit No. 6 on 04/05/2026** for proceeding the suit ex-parte, which was allowed. Then, it was ordered to proceed the suit ex-parte against the defendant by passing order under **Exh. No. 6.**
5. The plaintiff side has led the oral evidence and produced the documentary evidence as under:

Oral Evidence

Sr. No.	Details	Exhibit
1	Affidavit of examination in chief of the plaintiff through Piyush K Ambaliya, Dy. Engineer, PGVCL, Rural Sub division office No. 2, Junagadh.	07

Documentary Evidence

Sr.	Details	Exhibit
-----	---------	---------

No.		
1	Form No.12 of the plaintiff company	09
2	D.P.C. Calculation Sheet	10
3	History of the defendant's case	11
4	Government Gazette regarding interest rates	12
5	Single phase meter checking report	13
6	Site rojkam	14
7	Annexure-4	15
8	Annexure-“C”	16
9	Supplementary electricity theft bill	17
10	Compounding charges bill	18
11	Forwarding letter sent to the defendant Annexure- “G”	19
12	Written complaint against the defendant	20
13	Gate pass	21
14	FIR filed in the GUVCL Police station	22
15	Legal notice sent to the defendant	23
16	Registered A.D. window slip	24
17	Acknowledgment receipt	25
18	Ledger copy extract of non-consumer account	26

6. The defendant side has neither submitted any documentary evidence nor led any oral evidence. The plaintiff-side has submitted closing pursis at **Exhibit 28**.
7. Heard, the arguments of Learned Advocate on behalf of the plaintiff.
8. The following issues were framed which are as under:

Sr. No.	Issues
1	શું વાદી પુરવાર કરે છે કે, પ્રતિવાદીએ બીન અધિકૃત વિજ વપરાશ કરી પાવરચોરી કરેલ છે?
2	શું વાદી દાવા અરજીના પેરા ૧૧ માં માંગ્યા મુજબની દાદ મેળવવા હકકદાર છે?
3	શું હુકમ ? શું હુકમનામું ?

9. The reply of the above issue are as under;

1. In Affirmative.
2. In Partly, Affirmative, simple interest @ 6% p.a.
3. As per final order.

:- Reasons :-

Issue no. 1, and 2 :

Since all the issues are interconnected and arise out of the same set of facts and evidence on record and to avoid repetition of facts and evidence, they are required to be decided together as they are based on the same set of evidence and are interlinked with each other.

10. The plaintiff has filed the affidavit of examination-in-chief of its witness **Piyush K. Ambaliya, Deputy Engineer of the plaintiff Company** at **Exh. 07**. In his evidence, the said witness has reiterated the substantial contents of the plaint and has duly proved the documentary evidence produced in support of the case. The plaintiff has relied upon the documentary evidence produced at **Exh. 09 to Exh. 26** in support of its claim.
11. In his evidence, the witness has deposed that on 30/01/2025 the officers of the plaintiff Company, **S. S. Dodhiya, Jr. Engineer and N.G. Rathod, Electrical Asst.**, carried out checking of the premises of the defendant. During the inspection it was found that the defendant was illegally consuming electricity by directly connecting an aluminium twin core wire to the LT line of the plaintiff Company without any authorized electricity meter, thereby committing theft of electricity. The checking officers removed the illegal connection and discontinued the electricity supply. Thereafter, the **Single Phase Meter Verification Report No. RRC 23- 003220 dated 30/01/2025** was prepared on the spot, and a rough sketch and photographs of the premises were also taken and included in the checking record.
12. The plaintiff has produced the **Single Phase Meter Verification Report at Exh.13, Place Rojkam at Exh.14,** and **Annexure-4 at Exh.15**, which clearly establish that

the defendant had drawn electricity directly from the LT line of the plaintiff Company without installing any authorized electricity meter.

13. The plaintiff has further produced the **Consumer Supplementary Bill under Section 135 at Exh.18, Forwarding Letter at Exh.19, and Written Complaint at Exh.20**, which reveal that after the inspection, the plaintiff Company issued a supplementary power theft bill dated **30/01/2025 for Rs. 30,449.79/-** against the defendant for unauthorized consumption of electricity under **Section 135 of the** Electricity Act, 2003.
14. The plaintiff has also produced the **Legal Notice at Exh.23, Registered A.D. Slip at Exh.24, Acknowledgment Receipt at Exh.25, and Ledger Copy at Exh.26**, which show that despite service of legal notice, the defendant failed to pay the outstanding dues.
15. It is pertinent to note that the defendant has not appeared before the Court despite due service of summons and the matter has proceeded **ex-parte** against him. The defendant has neither filed any written statement nor produced any documentary evidence to rebut the evidence led by the plaintiff.
16. Therefore, the oral evidence of the plaintiff's witness and the documentary evidence produced on record remain **unchallenged and un rebutted**. In absence of any rebuttal

evidence, there is no reason to disbelieve the case of the plaintiff. From the documents produced on record, it is proved that the defendant had committed electricity theft and was liable to pay the supplementary bill raised by the plaintiff Company.

17. However, with regard to the claim of **D.P.C. charges**, it is pertinent to note that the plaintiff has not produced any contractual agreement, statutory rule, or binding provision which entitles the plaintiff Company to recover such delayed payment charges in a civil recovery suit of this nature. In absence of any specific legal basis, the claim towards **D.P.C. charges amounting to Rs. 3,410.69/- cannot be allowed.**
18. However, with regard to the claim of **Rs. 1,000/- towards legal notice charges**, it is pertinent to note that the plaintiff has not produced any documentary proof or contractual provision to show that the defendant is legally liable to pay such legal notice charges. In absence of any legal basis, the said claim of **Rs. 1,000/-** cannot be allowed. Therefore, after disallowing **D.P.C. charges and legal notice charges**, the plaintiff Company is held entitled to recover only **Rs. 30,449.79/-**, which is the amount of the power theft supplementary bill.
19. On perusal of the entire record, it transpires that there is no agreement between the parties regarding payment of

interest. In view of **Section 34 of the Civil Procedure Code**, when there is no contractual rate of interest, the Court may grant reasonable interest considering the circumstances of the case. Considering the principle laid down by the Hon'ble Apex Court of India regarding interest charges, prevailing rate of interest i.e. 6 % per annum may be granted from the date of filing of the suit till the realization of the decretal amount. Hence, I answer the relevant issues accordingly and award interest at the rate of 6 % p.a. on the decretal amount from the date of the suit till its realization. Therefore, **Issue No.1 is answered in the Affirmative and Issue No.2 is answered Partly in the Affirmative.**

20. In view of above findings, I hold that plaintiff has successfully established his claim by adducing sufficient evidence, In sequel to my earlier finding, in answer to **point No. 3**, I pass the following order in the interest of justice :-

-:: FINAL ORDER ::-

1. The suit of the plaintiff is hereby partly allowed.
2. The defendant is hereby ordered to pay the outstanding amount of **Rs. 30,449.79/- (Rupees Thirty Thousand Four Hundred Forty Nine and Seventy Nine Paise Only)** along with simple interest @ 6% p.a. from the date of the suit till its realization.

3. The defendant has to pay the cost of this suit to the plaintiff company.
4. Decree be drawn accordingly.

Pronounced today in open Court on 06th August 2026.

Date: August 06, 2026

(T. M. Shrimali)

Place: Keshod

Additional Senior Civil Judge and

#AAV

Addl. Chief Judicial Magistrate,

Keshod.

Code No. GJ 01306.

Visit ecourts.gov.in for updates or download mobile app “eCourts Services” from Android or iOS