

GJJN080002972026



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Decided on 07-08-2026
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00 - 06 - 15

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

RCS/31/2026

Exhibit No. -21

Plaintiff: The Paschim Gujarat Vij Co. Ltd.
Through its Deputy Engineer,
Rural Sub Division Office No.1 , Keshod

V/S.

Defendant : Heir of Otamben Govidbhai Manpara
01.Savankumar Rameshbhai Manpara
Age 25, Occupation: Agriculture
Address: Meswan, Keshod
Contact No. 6359815811

**Claim : Suit for recovery of Money valued at Rs 5,310-32/-
towards electricity consumption bills Under Section
9 of the C.P.C.**

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. 5,310-32/-** 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. 1 is located at Keshod, District Junagadh, and

the head office of the plaintiff company is situated at Vadodara.

The defendant, Heir of Otamben Govindbhai Manpara, 01. Savankumar Rameshbhai Manpara, residing at Village Meshwan, Taluka Keshod, had obtained a single-phase residential electricity connection bearing Consumer No. 80231/00410/9 from the plaintiff company. As per consumption, two-monthly electricity bills were issued and debited to the consumer's ledger account, and payments made were credited accordingly. Due to continued default in payment of electricity bills, the electricity connection of the defendant was disconnected on 28/03/2024. Thereafter, a legal notice dated 26/08/2025 was issued through the learned advocate of the plaintiff company demanding payment of the outstanding electricity consumption dues along with Delay Payment Charges. Despite due service of the said legal notice, the outstanding amount has remained unpaid.

As per the ledger account maintained by the plaintiff company, the total outstanding amount recoverable from the defendant is Rs. 5,310-32/-, which comprises: (a) Rs. 3,363-61/- towards outstanding electricity consumption bill amount as per ledger account; (b) Rs. 946-71/- towards Delay Payment Charges (D.P.C.) for the period from January 2024 to November 2025; (c) Rs. 1,000-00/- towards legal notice charges.

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

- (A) They requested that an order be passed to recover the amount due from the defendant, amounting to **Rs. 5,310-32/-** from all types of immovable, movable and personal property of the defendant.
 - (B) 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.
 - (C) It is humbly requested any other relief that the court deems appropriate.
3. Summons of this suit is duly served upon the defendant vide **exhibit no. 05** with an endorsement of Bailiff. The defendant failed to appear in response to the summons.
 4. 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 Punjabhai Ramabhai Garchar, Dy. Engineer, PGVCL, Rural Sub division office No. 1, Junagadh.	08

Documentary Evidence

Sr. No.	Details	Exhibit
1	Proforma No. 12	10
2	D.P.C. Calculation Sheet	11
3	History of the defendant's case (Case History)	12
4	Gate Pass	13
5	Legal Notice issued to the Defendant	14
6	Online status showing service of legal notice	15
7	Registered A.D. Postal Slip of Legal Notice	16
8	Extract of Ledger Copy of Defendant's Account of the Plaintiff Company	17
9	Place rojkam	18

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6. The defendant side has neither submitted any documentary evidence nor led any oral evidence. The plaintiff-side has submitted closing pursis at **Exhibit 20**.
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 રહેણાંક હેતુ માટે વિજ કનેક્શનનની માંગણી કરતા વિજ કનેક્શન આપવામાં આવેલ.?
2	શું વાદી પુરવાર કરે છે કે, પ્રતિવાદીને વિજ વપરાશ ના બીલ ની લેણી રકમ ની ભરપાઈ નહીં કરતા નોટીસ આપવામાં આવેલ છે.?
3	શું વાદી દાવા અરજીના પેરા ૦૯ માં માંગ્યા મુજબની દાદ મેળવવા હકકદાર છે?
4	શું હુકમ ? શું હુકમનામું ?

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

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

:- Reasons :-

Issue no. 1, 2 and 3 altogether :

10. The plaintiff has filed his examination-in-chief at **Exh.08**. He has proved documents filed in support of his pleadings. He has reiterated substantial contents in the plaint in his evidence. He has duly proved documents filed in support of his pleadings. The plaintiff relies upon documents at **Exh. 10 to 18** in support his case.
11. As the defendant did not appear and defended the case, allegations in the plaint have gone uncontroverted and unchallenged. I have gone through the documents produced in support of the claim, I do not find any reason to disbelieve case of the plaintiff. I do not find any reason to prima-facie discard documents produced in support of the claim.
12. Thus, on perusal of the evidence on record and supporting documents i.e., Proforma No. 12 at Exh.10, History of the defendant's case (Case History) at Exh.12, Gate Pass at Exh.13, and Place rojkam at Exh.18, it prima-facie appears that the defendant had obtained a single-phase residential electricity connection bearing **Consumer No. 80231/00410/9** from the plaintiff company for residential purposes. The defendant was consuming electricity from the plaintiff company. The plaintiff has successfully proved that the electricity connection was granted to the defendant for residential purposes.
13. Moreover, the above evidence of the plaintiff has not been challenged by the defendant by way of producing any documentary evidence and there is no reason to disbelieve the

plaintiff. Considering the entire oral as well as documentary evidence as a whole, the defendant has neither appeared before this Court nor produced any rebuttal, contrary, cogent and convincing defending evidence on record. The plaintiff also has not been cross-examined by the defendant. Under these circumstances, I do not find any reason to discard the evidence adduced by the plaintiff in absence of cross-examination. Hence, in the result, I answer **Issue No. 1 in Affirmative.**

14. The plaintiff has produced D.P.C. Calculation Sheet at **Exh.11**, Legal Notice issued to the Defendant at **Exh.14**, Online status showing service of legal notice at **Exh.15**, and Registered A.D. Postal Slip of Legal Notice at **Exh.16**. It is proved on record that due to continued default in payment of electricity bills, the electricity connection of the defendant was **disconnected on 28/03/2024**. Thereafter, a **legal notice dated 26/08/2025** was issued through the learned advocate of the plaintiff company demanding payment of the outstanding electricity consumption dues along with Delay Payment Charges. The online status and postal acknowledgment prove due service of the said legal notice upon the defendant.
15. The defendant has neither submitted any documentary evidence nor led any oral evidence to rebut the above. The plaintiff also has not been cross-examined by the defendant. Under these circumstances, I do not find any reason to discard the evidence adduced by the plaintiff. The plaintiff has successfully proved

that legal notice was issued to the defendant due to non-payment of electricity bills. Hence, in the result, I answer **Issue No. 2 in Affirmative.**

16. The plaintiff has produced the Extract of Ledger Copy of Defendant's Account of the Plaintiff Company at **Exh.17**. It prima-facie appears that the defendant was consuming electricity from the plaintiff company and the plaintiff has shown the total outstanding amount is **Rs. 5,310.32/-**, which comprises **Rs. 3,363.61/-** towards outstanding electricity consumption bill amount, **Rs. 946.71/-** towards Delay Payment Charges (D.P.C.) for the period from **January 2024 to November 2025**, and **Rs. 1,000.00/-** towards legal notice charges.

Moreover, the above evidence of the plaintiff has not been challenged by the defendant by way of producing any documentary evidence and there is no reason to disbelieve the plaintiff. Considering the entire oral as well as documentary evidence as a whole, the defendant has neither appeared before this Court nor produced any rebuttal, contrary, cogent and convincing defending evidence on record. The plaintiff also has not been cross-examined by the defendant. Under these circumstances, I do not find any reason to discard the evidence adduced by the plaintiff in absence of cross-examination, and I am of the considered view that the plaintiff Company has successfully proved its claim to the extent of power

consumption assessment bill and D.P.C. charges. However, with regard to the claim of legal notice charges of **Rs. 1,000.00/-**, it is pertinent to note that there is no contractual or statutory provision placed on record which entitles the plaintiff to recover such charges from the defendant. In absence of any specific proof or legal basis, the said claim of **Rs. 1,000.00/-** towards legal notice charges cannot be allowed and is hereby disallowed. Consequently, out of the total claimed amount of **Rs. 5,310.32/-**, after disallowing the legal notice charges of **Rs. 1,000.00/-**, the plaintiff Company is held entitled to recover an amount of **Rs. 4,310.32/-** from the defendant as legal and valid dues.

17. On perusal of entire record, it transpires that there is no agreement of interest between the plaintiff and the defendant. In light of the Section 34 of C.P.C., if there is no agreement of interest between the parties, the Court can pass order for prevailing rate of interest. In this case the defendant is not paying the outstanding amount of electricity bill to the plaintiff; the defendant is liable to pay interest and there is no agreement between the parties too, under these circumstances, in the interest of justice, prevailing interest can be granted. 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.
Hence, in the result, I answer **Point No. 3 in Partly, Affirmative.**

18. 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. 4**, 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. 4,310.32/- (Rupees Four Thousand Three Hundred Ten and Thirty-Two 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 07th August 2026.

Date: August 07, 2026

Place: Keshod

#AAV

(T. M. Shrimali)

Additional Senior Civil Judge and
Addl. Chief Judicial Magistrate,
Keshod.

Code No. GJ 01306.

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