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Decided on 03/07/2026
Duration Ys. Ms. Ds.
01 09 08

**IN THE COURT OF 2ND ADDITIONAL SENIOR CIVIL
JUDGE;
KACHCHH AT BHUJ**

REGULAR CIVIL SUIT NO: 266/2024

Exh. 23

**Paschim Gujarat Vij Company Ltd.,
Through Deputy Engineer,
Madhapar, Sub-Division,
Madhapar-Kachchh**

::: PLAINTIFF

Versus

**Jayshri Kanakpuri Goswami,
Aged: Adult, Occu. Agriculturist,
R/o. Nr. Railway Fatak,
GIDC Hangami Aavas, Bhuj-Kachchh**

::: DEFENDANT

ADVOCATES :

- [1] L.A Shri D.J.Thacker for the Plaintiff
[2] *Ex-parte* against defendant.

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

The short facts of the proceeding can be summarized as under :

- [1] That, the Plaintiff is a company registered under the

Indian Electricity Act, 1948 constituted Corporate body and supplying electricity to his customers. Earlier, it was known as G.E.B and, thereafter, the Gujarat Electricity Industries(Reorganization Regulation) Act, 2003 has come in to force and all the assets and records and proceedings as well as materials were transferred to plaintiff's company i.e. P.G.V.C.L. That, the plaint is signed and verified by one of the Principal Officers, who is authorized and empowered to sign and verify the pleadings. That, the Defendant is residing at Bhuj-Kachchh. The defendant's Consumer No.**39253/01067/3**. It is the say of the plaintiff -Company that the consumption of electricity bill were regularly given to the defendant but thereafter Defendant had not paid the electricity bills and therefore in all the outstanding electricity bill amount of Rs.13,981.58/-Paisa, and the defendant's total outstanding electricity bill was pending **Rs.13,981.58/-Paisa(Rupees Thirteen Thousand Nine Hundred Eighty One and Fifty Eight Paisa Only) including DPC charges** and thus, the Plaintiff has discontinued the electricity and had issued the notice to Defendant. Though, the electricity connection was discontinued, the Defendant did not pay the amount and thus, Plaintiff had issued notice on to the Defendant on 06.09.2022. It is further submitted that, though the Plaintiff has discontinued the electricity connection of the Defendant permanently, and sufficient time was granted to pay the outstanding bill, the Defendant has failed to pay the amount and thus, the Plaintiff has issued notice through Ld. Advocate and demanding Rs.13,981.58/-Paisa with charges on 06.09.2022 however, Defendant has failed to pay the said amount. The suit is

filed within limitation and this court is having proper jurisdiction to entertain the present suit. The suit is properly valued. Hence, the Plaintiff has prayed that, the Defendant be ordered to pay to the Plaintiff a sum of Rs.13,981.58/-Paisa till May-2022 and at the rate of 18% p.m. from the date of the suit till the realization of the entire amount, along with the costs of the suit. Hence, the suit for relief as claimed.

[2] The summons were ordered to be issued to the Defendant and the same were served. However, he has not appeared personally or through Ld. Advocate. Therefore, the suit is listed for *ex-parte* Judgment and decree.

[3] Following issues had been framed at Exh.9 by my Ld. Predecessor :-

- (1) Whether the plaintiff proves that Rs.13,981.58/- of the defendant is outstanding/pending towards the theft of electricity ?
- (2) Whether the plaintiff is entitled for the relief prayed in the suit ?
- (3) What order and decree ?

[4] Following are my answers in the light of material available on record :

- (1) In the affirmative.
- (2) Partly in affirmative, at the rate of 6% per annum.
- (3) As per the final order.

[5] Before I deal and divulge with the points as framed at Exh.9, it is advantageous to have brief notes of an oral evidence as well as documentary evidence brought on record.

Oral Evidence :-

Exh. No.	Particulars.
10	Deposition of Deputy Engineer, Mr. Prakashkumar B.Kotwal of Paschhim Gujarat Vij Company Limited, Madhapar Sub-Division, Kachchh.

Documentary Evidence :-

Exh. No.	Particulars.
12	Performa No. 12
13	Notice
14	Abstract Copy of Bill
15	Order for discontinuation of connection.
16	Performa No. 15
17	Meter Checking Report
18	DPC Statement
19	Notice issued through Ld. Adv.
20	Postal RPAD slip

[6] Heard the Learned Advocate, Mr. Thacker on behalf of the Plaintiff. Having heard the Learned Advocate for the Plaintiff; I have given my careful thoughts to the submissions as advanced before me. I have also gone through the materials available on record.

[7] In order to prove the said proceeding; the Plaintiff Company has filed affidavit at Exh. 1 and stated that, Plaintiff company has provided the electric connection to Defendant and the Defendant is residing at Bhuj-Kachchh. The defendant's Consumer No. **39253/01067/3** It is the say of the plaintiff - Company that the consumption of electricity bill were regularly given to the defendant but thereafter Defendant had not paid the electricity bills and therefore in all the outstanding electricity bill amount of Rs.13,981.58/-Paissa, and the defendant's total outstanding electricity bill was pending from the date of the suit till the realization of the entire amount, along with the costs of the suit.

[8] It is the say of the Plaintiffs that, the cause of action has arisen on 06.09.2022 when the Plaintiff Company had issued notice to Defendant through Ld. advocate demanding the amount from the Defendant and when the Defendant failed to make the payment of the same and as such the suit is filed within time. The bill was issued to the Defendant for usage of the electric energy and as such the entire cause of action has arisen within the jurisdiction of this Court and this Court has jurisdiction to try the suit. Hence, the Plaintiffs prayed that, the Defendant be ordered to pay to the Plaintiff a sum of Rs.13,981.58/-Paissa and at the rate of 18% p.m. from the date of the suit till the realization of the entire amount along with the costs of the suit. Hence, the suit for relief as claimed.

[9] Looking to the record; it is found that, though the defendant is permanent consumer of the Plaintiff company and he used electricity however, he has not pay the electric bill and Rs.13,981.58/-Paissa is outstanding amount which requires to be paid by the Defendant. The Plaintiff Company had issued notice through Ld. Advocate and same were served upon Defendant however, he did not pay the amount. The present suit is proceeded *ex-parte* against the Defendant. Hence, issue No.1 is in affirmative.

[10] Further, the Plaintiff has prayed for interest at the rate of 18% per month. But in this proceeding; there is no agreement of interest between the Plaintiff and Defendant on the record. So, looking to the Sec.34 of the C.P.C that, if, there is no agreement of interest between the parties, in that case, if the Defendant has delayed the payment of outstanding theft dues to the Plaintiff-Company then the Defendant is liable to pay interest at the rate of 6% per annum as per the prevailing rate of interest. Hence, issue No.2 partly affirmative.

[11] As, I have discussed earlier during discussion that, the Plaintiff -Company are entitled to recover electricity bill dues amount Rs.13,981.58/-Paissa, and also entitled for interest at the rate of 6% per annum from the date of filing of the suit till its realization, hence, issue No.3 is decided in following order :

- : ORDER : -

1. Plaintiff's suit is hereby allowed.
2. Defendant is directed to pay the outstanding electricity

dues amount **Rs.13,981.58/-Paisha (Rupees Thirteen Thousand Nine Hundred Eighty One and Fifty Eight Paisha Only)** to the plaintiff -Company along with the interest at the rate of 6% per annum from the date of the suit till the realization of the decretal amount.

3. Defendant is also directed to pay the costs of the suit to the plaintiff -Company as per the table of costs and bear his own costs.

Decree be drawn accordingly.

Pronounced and signed in the open Court today, on this 3rd Day of July, 2026 at Bhuj.

Date : 03.07.2026

Place : Bhuj-Kachchh

(Jyoti Veerat Buddha)

2nd Additional Senior Civil Judge,
Bhuj-Kachchh.

(U. I. C. No. GJ-01179)

/Vaghela /