IN THE COURT OF HON'BLE 4th ADDITIONAL SENIOR CIVIL JUDGE AT GANDHIDHAM - KACHCHH.

सत्यमेव जयते

Exh	**:**	**26**		
Received on	**:**	**19/02/2025**		
Registered on	**:**	**19/02/2025**		
Decided on	**:**	**06/05/2026**		
Duration	**YY**	**MM**	**DD**	
	01	**02**	**16**	

REGULAR CIVIL SUIT NO.: 133 OF 2025
(Suit for recovery of Rs.83,054/- with interest)

PASCHIM GUJARAT VIJ CO. LTD. **...PLAINTIFF**
A Limited Company incorporated under Indian
Companies Act, 1956, having its Office
At Nana Mauva Main Road, Laxminagar, Rajkot,
Through its Deputy Engineer,
PGVCL Rambaugh Sub Division,
Adipur-Kachchh.

Versus

BRAHMAN NARESH MULARAM **...DEFENDANT**
Residing at : Ambedkar nagar, Cargo,
Gandhidham-Kachchh

Learned Advocate for the Plaintiff	**:**	**H N Ashnani**
Learned Advocate for the Defendant	**:**	**Ex-party.**

Malvika Purohit
4th Addl. Senior Civil Judge
Gandhidham (Kachchh)

REGULAR CIVIL SUIT NO.: 133 OF 2025

(Suit for recovery of Rs.83,054/- with interest)

JUDGMENT

1. **BRIEF FACTS OF THE PLAINT**

The plaintiff averts that PGVCL earlier was a Board known as Gujarat Electricity Board, but as per provisions of Gujarat Electricity Industry (Re-organization & Regulation) act, 2003, the Government of Gujarat has re-organized the Gujarat Electricity Board and its works, assets, liabilities, recoveries and proceedings has been transferred automatically in various Corporate Entities and one of the Sub-Division office at Gandhidham. The plaint is signed and verified by the Principal Officer of the Gandhidham Sub Division Office who is authorized and empowered to sign and verify the pleadings. The defendant was the consumer of the Plaintiff Co. vide Consumer No.**61809125715** at the area of Gandhidham. As per the electricity consumed by the consumer, the bills were given to the defendant time to time and defendant was bound to pay the same. The electricity bills for consumption by the defendant, which were unpaid till date amounted to **Rs.65,549.94** with delay payment charges of **Rs.17,504.40** in total of **Rs.83,054.34**. That the plaintiff has time and again demanded the above said amount from the defendant and the legal notice has been served through the advocate on **16/10/2024** by Registered AD Post and called upon the defendant to pay the arrears amount, along with DPC and interest @ 15% P.A. from the due date. The notice was duly served as per the endorsement upon the Post receipt but inspite of repeated demands made from the plaintiff, the defendant has failed and neglected to pay the amount of **Rs.83,054.34**. The cause of action arose to file the present suit on **16/10/2024**, when the notice was issued and the

defendant has failed and neglected to make the payment and hence, the plaintiff prayed for the judgment and decree in his favor and for ordering the defendant to pay the due amount with DPC and interest @15% p.a. together and any other relief which the court deems fit.

2. WRITTEN STATEMENT

Process was issued upon the defendant but the same returned unserved with endorsement that the defendant was not found on the stated address and his whereabouts could not be traced. Hence, the Ld. Advocate for plaintiff has made an application seeking issuance of public notice and the same was allowed. Inspite of issuing public notice, neither the defendant nor his Advocate has remained present before the Court to defend the suit. Hence, Ld. Advocate for the plaintiff has filed an application to proceed Ex-parte against the defendant vide **Exh.12** and the same was granted and it is ordered to proceed the matter ***"Ex-parte"*** against the defendant. Therefore, the written statement is not on record.

3. ISSUES FOR CONSIDERATION

Following issues for consideration have been framed vide **Exhibit 13.**

1. Whether the plaintiff proves that the defendant has consumed the electricity of plaintiff's company illegally without being their lawful consumer and is therefore liable to pay the amount of **Rs.65,549.94** as Supplementary charges therefore?

2. Whether the plaintiff proves that the amount of **Rs.17,504.40** is due to be recovered from the defendant as delay payment charges?

3. Whether the plaintiff is entitled to claim interest on the principal amount from the defendant ?

4. Whether the plaintiff is entitled to claim the relief as prayed for?

5. What should be the final order and decree?

4. JUDICIOUS REASONING

Issue number 01: **In Partly Affirmative.**

Issue number 02: **In Affirmative.**

Issue number 03: **In Partly Affirmative.**

Issue number 04: **In Affirmative.**

Issue number 05: **As per final order.**

5. EVIDENCE PRODUCED BY THE PLAINTIFF

In order to prove the case in his favour the plaintiff has submitted the oral and documentary evidences follows:

Oral Evidence Submitted by the plaintiff :

Sr. No.	Details of evidence	Exhibit
1.	Deposition of Hitesh P Chudasama, Dy. Engineer, Gandhidham, PGVCL	22
2.	Deposition of Rajesh S Rangavani, Engineer, Gandhidham, PGVCL	23

Documentary Evidence Submitted by the plaintiff:

Sr. No.	Details of evidence	Exhibit
1.	News paper	11
2.	Statement showing the arrears of bills due upon the defendant	15
3.	Checking report	16

4.	Calculation Sheet	17
5.	Letter with Supplementary bill	18
6.	Supplementary bill	19
7.	Demand Notice	20
8.	Postal Cover	21

Thereafter, the plaintiff has submitted the evidence closing purshis vide Ex.24.

6. EVIDENCE PRODUCED BY THE DEFENDANT

Since the matter has already proceeded Ex-parte and even thereafter, the defendant has not remained present, no evidence by the defendant has been brought on record.

7. ARGUMENTS

ARGUMENTS OF THE PLAINTIFF

The Ld. Advocate for the plaintiff has submitted written arguments vide **Exh.25** and has reiterated the facts of the plaint and further stated that the defendant was the consumer of the plaintiff company vide consumer no.**61809125715**. It is further argued that the electricity consumed by the consumer, the bills were given to the defendant time to time and defendant was bound to pay the same. It is further argued that the electricity bills for consumption by the defendant, which were unpaid till date amounted to **Rs.65,549.94** with delay payment charges of **Rs.17,504.40** in total of **Rs.83,054.34**. That the plaintiff has time and again demanded the above said amount from the defendant and the legal notice has been served through the advocate on **17/01/2024** by

Registered AD Post and called upon the defendant to pay the arrears amount, along with DPC and interest @ 15% P.A. from the due date. It is further argued that the notice was duly served as per the endorsement upon the Post receipt but inspite of repeated demands made from the plaintiff, the defendant has failed and neglected to pay the amount of **Rs.83,054.34**. It is further argued that the cause of action arose to file the present suit on **17/01/2024**, when the notice was issued and the defendant has failed and neglected to make the payment and hence, the plaintiff prayed in the plaint for the judgment and decree in his favor and for ordering the defendant to pay the due amount with DPC and interest @ 15% p.a. together and any other relief which the court deems fit.

ARGUMENTS OF THE DEFENDANT

Since the matter has already proceeded Ex-parte and even thereafter, the defendant has not remained present, no arguments by the defendant has been brought on record.

8. DETAILED ANALYSIS OF THE ISSUES AND APPRECIATION OF EVIDENCE

8.1 Issue Number 1

As far as this issue no.1 **i.e.**, **Whether the plaintiff proves that the defendant has consumed the electricity of plaintiff's company illegally without being their lawful consumer and is therefore liable to pay the amount of Rs.65,549.94 as Supplementary charges therefore?**; is concerned the court takes into consideration the deposition of PW 1 Hitesh P Chudasama, Dy Engineer, PGVCL,

Gandhidham, vide **Exhibit 22** and Rajesh S Rangavani, Engineer, PGVCL vide **Exhibit 23**, who have reiterated and supported the facts of the plaint. Looking to the deposition, it is evident that the defendant has consumed electricity without having a lawful electricity connection and defendant is using the electricity provided by the plaintiff company as mentioned in the plaint and it is his responsibility to pay the charges, therefore, within the stipulated time period. The company has claimed the bill but the defendant has not paid the bill to the plaintiff. The court has taken into consideration the documents produced vide **Exhibit 15** i.e. the Statement showing the arrears of bills due upon the defendant, **Exhibit 16** i.e., Checking report, **Exhibit 17** i.e. the True Copy of the Calculation Sheet, **Exhibit 18** i.e., the True copy of the supplementary bill, **Exhibit 19** i.e., the True Copy of the written complaint, **Exhibit 20** i.e. the Copy of the legal demand notice and **Exhibit 21** i.e, the Postal cover and from that it is evident that the defendant has consumed the electricity provided by the plaintiff company without having connection and has committed a theft of electricity. Yet, the defendant didn't pay the same. Furthermore, the plaintiff company has produced the supplementary bill vide **Exhibit 19**, issued in the name of the defendant, wherein total amount of **Rs.51,085.70** is due from the defendant and this statement is maintained by the company and certified by the Dy. Engineer. Therefore, it is a relevant and admissible evidence. Furthermore, Dy. Engineer of Plaintiff Company has confirmed the facts of the plaint and those facts have not been challenged by the defendant, which means that the evidence produced by the plaintiff company has remained unchallenged. Therefore, there is no reasonable ground for disbelieving the evidence produced by the plaintiff company.

Furthermore, the document produced vide **Exhibit 21** i.e., the Copy of the legal demand notice issued to the defendant by the plaintiff's advocate was sent by Reg. AD Post. Furthermore, the Postal tracking report is also produced vide **Exhibit 22** and it is also served upon the defendant. Furthermore, despite being served with the process on the defendant and giving ample opportunity to the defendant to answer and produced evidence in his defence, the defendant has not remained present before the court.

Furthermore, PGVCL is the only company that provides electricity supply to Rambaugh and their Dy. Engineer has confirmed the facts of the plaint on oath. Furthermore, the facts have not been challenged by the defendant and thus, the facts of the plaint remains unchallenged. Hence, there is no reasonable ground for disbelieving the evidence produced by the plaintiff company. So, it appears that the defendant has not paid the electricity bills and amount of **Rs.51,085.70** remains to be paid to the plaintiff by the defendant. **Hence, the court decide the issue no.1 as PARTLY AFFIRMATIVE.**

8.2 Issue Number 2

As far as this issue no.2 i.e., **whether the plaintiff proves that the amount of Rs.17,504.40 is due to be recovered from the defendant as delay payment charges?**; is concerned the court takes into consideration that the document produced vide **Exhibit 19** i.e., statement showing the the total unpaid amount. But, looking to the said document, no DPC charges have been mentioned and the plaintiff company has failed to clarify as to on what basis they have calculated the said DPC. Therefore, court does not deem fit to grant payment of DPC to the plaintiff. Hence, the court decide the issue no.2 as

NEGATIVE.

8.3 Issue Number 3

As far as this issue no.3 i.e, **whether the plaintiff is entitled to claim interest @15% on the principal amount from the defendant?;** is concerned the court opines that the plaintiff is entitled to get interest on the outstanding principal amount of the electricity consumed by the defendant but the plaintiff has claimed interest at the rate of 15% per annum. But, as to on what basis the plaintiff has claimed 15% interest, is not clarified by the plaintiff on record. The plaintiff has not brought any documentary evidence to show that there was any agreement with the defendant regarding payment of interest at the rate of 15% per annum in the case of default of payment by the defendant. Thus, interest @15% claimed by the plaintiff does not appear justified to this court but this court opines that interest at the rate of 6% per annum upon the principal amount appears to be reasonable. Hence, the court decide the issue no.3 as **PARTLY AFFIRMATIVE.**

8.4 Issue Number 4

As far as this issue no.4 i.e, **whether the plaintiff is entitled to claim the relief as prayed for?;** is concerned, the court has taken into consideration the documents produced vide **Exhibit 15** i.e. the Statement showing the arrears of bills due upon the defendant, **Exhibit 16** i.e., Checking report, **Exhibit 17** i.e. the True Copy of the Calculation Sheet, **Exhibit 18** i.e., the True copy of the supplementary bill, **Exhibit 19** i.e., the True Copy of the written complaint, **Exhibit 20** i.e. the Copy of the legal demand notice and **Exhibit 21** i.e, the Postal cover and from that it is evident that the defendant has consumed the electricity provided by the plaintiff company without having connection

and has committed a theft of electricity. Yet, the defendant didn't pay the same. Furthermore, the plaintiff company has produced the supplementary bill vide **Exhibit 19**, issued in the name of the defendant, wherein total amount of **Rs.51,085.70** is due from the defendant and this statement is maintained by the company and certified by the Dy. Engineer. All these documentary evidence makes it evident that the name and address of present defendant is shown as the customer of the plaintiff and looking to the document vide **Exhibit 19,** it is evident that the principal amount of **Rs.51,085.70** is due to be recovered and to be paid to the plaintiff by the defendant, which is shown in all the bills issued to the defendant and the amount of the bill has not been paid despite of the defendant being aware of the same. Therefore, in the present case, the plaintiff company is entitled to recover the due amount. Hence, the issue no.4 is hereby decided as **PARTLY AFFIRMATIVE.**

8.5 Issue Number 5

As far as this issue no.5 i.e. what should be the final order and decree is concerned; in light of aforesaid discussion of issue no. 1 to 4 it is evident that the plaintiff has partly proved the case in his favour, therefore the following order in issue no. 5 is passed ***ex-debito justitiae.***

FINAL ORDER

1. **The suit is partly allowed;**

2. **The defendant is hereby directed to pay to the plaintiff the due principal amount of Rs.51,085.70 (Rupees Fifty One Thousand Eighty Five and Seventy Paisa Only) with interest @6% per annum upon the aforesaid amount from the date of institution of present suit till the amount is finally paid to the plaintiff;**

Malvika Purohit
4th Addl. Senior Civil Judge
Gandhidham (Kachchh)

3. The parties shall bear their own costs;

4. Decree be drawn accordingly;

Signed and pronounced in the open Court today on day of 6th of May, 2026.

Date : 06/05/2026

[Malvika Purohit]
4th Additional Senior Civil Judge
Gandhidham (Kachchh)
UIC: GJ01351