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

सत्यमेव जयते

Exh	**:**	**19**		
Received on	**:**	**21/02/2025**		
Registered on	**:**	**21/02/2025**		
Decided on	**:**	**15/04/2026**		
Duration	**YY**	**MM**	**DD**	
	01	**01**	**26**	

REGULAR CIVIL SUIT NO.: 183 OF 2025
(Suit for recovery of Rs.25,246/- 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 Gandhidham Sub Division,
Gandhidham-Kachchh.

Versus

KEDHAR PANDE **...DEFENDANT**
Residing at : DP-3, P-20, Dhobi Ghat,
Navi Sundarpuri, Gandhidham-Kachchh

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

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

REGULAR CIVIL SUIT NO.: 183 OF 2025
(Suit for recovery of Rs.25,246/- 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.**38104047752** 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.21,939.05.** with delay payment charges of **Rs.3,437/-** with Less SD of **Rs.130/-** in total of **Rs.25,246.05**. 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 **26/10/2024** 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.25,246.05. The cause of action arose to file the present suit on **26/10/2024**, 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. <u>WRITTEN STATEMENT</u>

Process was issued upon the defendant and the same returned served on 27/02/2026 and the same has been brought on record vide Exh.6 but the defendant did not remained present either himself or through his advocate and the Ld. Advocate for the plaintiff has filed an application vide Exh.10 to proceed Ex-parte and the said application was granted and the said order has not been challenged till date.

3. <u>ISSUES FOR CONSIDERATION</u>

Following issues for consideration have been framed vide **Exhibit 8.**

1. Whether the plaintiff proves that the defendant has not paid the electricity bill and therefore, an amount of **Rs.21,809.05** is due to be recovered from the defendant ?

2. Whether the plaintiff proves that the amount of **Rs.3,437/-** 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 recover **Rs.25,246.05** as prayed for ?

5. What should be the final order and decree ?

4. JUDICIOUS REASONING

Issue number 01: **In 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 Jyotsana Maheshwari, Dy. Engineer, Gandhidham, PGVCL	12

Documentary Evidence Submitted by the plaintiff:

Sr. No.	Details of evidence	Exhibit
1.	Statement showing the arrears of bills due upon the defendant	14
2.	Office copy of Notice sent to defendants	15
3.	Office copy of Postal Tracking Report of notice issued to Defendant	16

Thereafter, the plaintiff has submitted the evidence closing purshis vide Ex.17.

6. EVIDENCE PRODUCED BY THE DEFENDANT

Process was issued upon the defendant and the same returned

served and the same has been brought on record vide Exh.6 but the defendant did not remained present either himself or through his advocate and the matter has already been ordered to be proceed Ex-parte and therefore, no evidence has been brought on record.

7. <u>ARGUMENTS</u>

ARGUMENTS OF THE PLAINTIFF

The Ld. Advocate for the plaintiff has submitted written arguments vide **Exh.18** and has reiterated the facts of the plaint and further stated that the defendant was the consumer of the plaintiff company vide consumer no.**38104047752**. 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.21,939.05.** with delay payment charges of **Rs.3,437/-** with Less SD of **Rs.130/-** in total of **Rs.25,246.05**. 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 **26/10/2024** 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. 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.25,246.05**. It is further argued that the cause of action arose to file the present suit on **26/10/2024**, 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

Process was issued upon the defendant and the same returned served on 27/02/2026 and the same has been brought on record vide Exh.6 but the defendant did not remained present either himself or through his advocate and the matter has already been ordered to be proceed Ex-parte and therefore, no argument 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 not paid the electricity bill and therefore, an amount of **Rs.21,809.05** is due to be recovered from the defendant?; is concerned the court takes into consideration the deposition of PW 1 Jyotsana Maheshwari, Dy. Engineer, PGVCL, vide **Ex.12**, who has reiterated and supported the facts of the plaint. Looking to the deposition, it is evident that the defendant is a customer having electricity connection bearing no. **38104047752** and said connection was given at the address mentioned in the suit and it is his responsibility to pay the bill within the stipulated time period. The company has claimed the bill time to time but the defendant has not pay the bill to the plaintiff. Therefore, the legal notice has been

issued upon the defendant through plaintiff's Advocate on **26/10/2024** through RPAD which has been produced on record vide **Ex.15** and Postal Tracking report vide **Ex.16**. Yet, the defendant didn't pay the same. Furthermore, the plaintiff company has produced the Statement of Arrears vide **Ex.14**, wherein it is shown that the defendant's name is shown as consumer name and total amount of **Rs.21,809.05** 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 **Ex.15** i.e., legal notice dated **26/10/2024** issued to the defendant by the plaintiff's advocate was sent by Reg. AD Post. Furthermore, the postal receipt is also produced vide **Ex.16**. 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 Gandhidham 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

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disbelieving the evidence produced by the plaintiff company. So, it appears that the defendant has not paid the electricity bills and amount of **Rs.21,809.05** remains to be paid to the plaintiff by the defendant. Hence, the court decide the issue no.1 as **AFFIRMATIVE.**

8.2 Issue Number 2

As far as this issue no.2 i.e., whether the plaintiff proves that the amount of **Rs.3,437/-** is due to be recovered from the defendant as delay payment charges?; is concerned the court takes into consideration that the document produced vide **Ex.14** i.e., statement showing that the total amount of DPC of **Rs.3,437/-** is due. The consumer is well aware of the Delay Payment Charges when the electricity bill is generated, in-spite of having knowledge of the same, the defendant has not paid the bill and therefore, the court deems fit to direct the defendant to pay the amount of **Rs.3,437/-** as DPC to the plaintiff. Hence, the court decide the issue no.2 as **AFFIRMATIVE.**

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 recover **Rs.25,246.05** as prayed for?**;** is concerned, the court takes into consideration the document produced vide **Ex.14,** i.e., the statement showing the arrears of bills due upon the defendant, **Ex.15,** i.e., the office copy of Notice sent to defendant, **Ex.16,** i.e., the postal receipt. 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 **Ex.14,** it is evident that the principal amount of **Rs.21,939.05.** with delay payment charges of **Rs.3,437/-** with Less SD of **Rs.130/-** in total of **Rs.25,246.05** remains 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 **AFFIRMATIVE.** Hence, in light of aforesaid discussion, the following order in issue no.5 is passed ***ex-debito justitiae***.

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Gandhidham (Kachchh)

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.21,809.05 (Rupees Twenty One Thousand Eight Hundred Nine and Five 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;**

3. **The defendant is hereby directed to pay to the plaintiff the due amount of Rs.3,437/- (Rupees Three Thousand Four Hundred Thirty Seven Only) as delay payment charges.**

4. **The parties shall bear their own costs.**

5. **Decree be drawn accordingly;**

Signed and pronounced in the open Court today on 15th day of April, 2026.

sd/-

Date : 15/04/2026

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