



GJLV020018642024

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| Received On   | : | 30/07/2024 |
| Registered on | : | 30/07/2024 |
| Decided on    | : | 16/04/2026 |
| Duration      | : | Y: :M :D   |
|               | : | 01 08 17   |

**IN THE COURT OF PRINCIPAL SENIOR CIVIL JUDGE,  
AT- LUNAWADA**

=====

R.C.S. No.161 of 2024

Exh. :

**Plaintiff:**

- 1] Deputy Engineer,  
Madhya Gujarat Vij co. Ltd.,  
H/o. Race Course Road, Vadodara.  
R/o.Sub Division Kothmba,  
Ta-Lunawada, Dist- Mahisagar.

**VERSUS**

**Defendant:**

- 1] Bhurabhai fatabhai chavda,  
R/O. At- At-Juna Rabadiya,  
Ta-Lunawada, Dist-Mahisagar.

**Subject : Suit for Recovery of an amount Rs.**

**36297.33/-**

**Appearance:**

Ld. Advocate **Shri T.D.Marwadi** – for the Plaintiff.  
Defendant-Absent(Ex-parte)

**-:: JUDGMENT ::-**

- 1] The present suit has been filed by the Plaintiff to recover Rs.36297.33/- from the defendant.
- 2] The short fact of the suit is that the plaintiff is the company running in the name of M.G.V.C.L. as per law and the person who signed the plaint is serving as Deputy engineer in the said company and thereby, he has authority to file the suit against the defendant. The plaintiff claims that the defendant was not allotted electrical connection for his premises. The defendant was found to have been unauthorized consuming energy load kW. While checking the electrical connection for the purpose of detecting theft of energy. It was found to the tune of Rs.33341.87/-. As the defendant failed to pay the said amount, therefore the plaintiff has filed this suit to recover the said amount.
- 3] The plaintiff company submits that while checking the electrical connection on 27/10/2023 in the course of energy checking drive by officials of the plaintiff it was found that energy supply was availed by connecting to LT line JGY cable joint connected with home appliance load unauthorized and thereby consuming electrical supply directly from the low tension line and theft of energy was detected. The defendant was issued bill against theft of energy of Rs.33341.87 /-. The plaintiff company had issued legal notice on 10/06/2024 by way of registered post calling upon the defendant

to make payment of bill amount which though having been duly served at the address of the defendant, he has failed to pay the bill amount. The plaintiff Company has filed the present suit to recover the said amount of Rs.36297.33/- ps. with interest at the rate of 15% per annum from the date of suit till realization from the defendant personally as well as from his assets and properties.

- 4] The summons of the suit has been duly served to the Defendant, he appeared through his Ld Advocate. Sufficient opportunity has been given to defend their case but they fail to do so therefore, their right to adduce evidence has been closed.
- 5] The plaintiff has adduced following oral evidence.

| <b>Sr. No.</b> | <b>Name of the witnesses</b>                        | <b>Ex.</b> |
|----------------|-----------------------------------------------------|------------|
| 1              | Mr.Vipulkumar Bhulabhai Valand, I/C Dy.<br>Engineer | 25         |

- 6] The plaintiff has produced following documentary evidence.

| <b>S.No</b> | <b>Description of Documents</b>              | <b>Ex.</b> |
|-------------|----------------------------------------------|------------|
| 1           | Inspection report Annexure A-2               | 15         |
| 2           | Forwarding letter Annexure-G                 | 16         |
| 3           | Consumer supplementary bill details u/S.135. | 17         |
| 4           | Compounding bill                             | 18         |
| 5           | Assessment of supplementary bill Annex-c     | 19         |
| 6           | FIR letter                                   | 20         |

|    |                 |    |
|----|-----------------|----|
| 7  | Ledger sheet    | 21 |
| 8  | Legal notice    | 22 |
| 9  | Post receipt    | 23 |
| 10 | Acknowledgement | 24 |

7] Ld. Advocate Mr.T.D.Marwadi argued according to the facts as averred in the plaint and also argued that plaintiff has proved his case by producing evidence, therefore plaintiffs' suit may be allowed.

8] Looking to the facts of the case, the following issues have arisen for deciding the case of the plaintiff, which are framed at Exh.08 as under:

1. Whether the plaintiff proves that the defendant committed theft of electricity causing plaintiff to incur loss or damages as contemplated under the Indian Electricity Act 2003?
2. Whether the plaintiff proves that he is entitled to recover the suit amount from the defendant with interest as alleged?
3. Whether the suit barred by limitation act?
4. What Order and Decree?

9] My reply to above issues are as follow.

1. In affirmative.
2. Partly in affirmative.
3. In affirmative.

4. As per final order.

**-:: REASONS ::-**

**:Issue No. 1 to 3:-**

10] To prove its case plaintiff's witness **Vipulkumar Bhulabhai Valand** who is performing his duty as I/C Dy. Engineer in the plaintiff office at Lunawada has produced his examination in chief on affidavit vide Exh.25, wherein he has fully supported plaintiff's case and reiterated same facts as averred in plaint.

In support of aforesaid oral evidence, the plaintiff has produced the documentary evidence vide Exh.15 to 24.

11] I have gone through the above oral and documentary evidence. On perusal of the oral and documentary evidence, it is proved that defendant was found to have been unauthorized consuming energy load 0.755 KW. While checking the electrical connection for the purpose theft of energy was found to the tune of Rs.33341.87/-.

12] The plaintiff company submits that while checking the electrical connection on 27/10/2023 in the course of energy checking drive by officials of the plaintiff it was found that energy supply was availed by connecting LT line JGY cable with home appliance load unauthorized and thereby consuming electrical supply directly from the low tension line and theft of energy was detected. The plaintiff company had issued legal notice on

10/06/2024 by way of registered post calling upon the defendant to make payment of bill amount which though having been duly served at the address of the defendant, he has failed to pay the bill amount. The plaintiff company has filed the present suit to recover Rs.36297.33/- with interest accruing thereon at the rate of 15% per annum from the date of suit till realization.

In view of the above discussed fact and circumstances, plaintiff has proved facts of Issue No.1 hence I decide Issue No.1 **"In affirmative"**.

- 13] Here in this case, summon of the suit has been duly served to the defendant he appeared through his Ld Advocate. Sufficient opportunity has been given to defend their case but they fail to do so therefore, their right to adduce evidence has been closed Therefore, from the attitude and the behavior of the defendant, it appears that he is not interested in defending the suit and he admits the pleading and allegation stated in the plaint and he has nothing to say about it. Therefore, there is no reason to disbelieve the oral & documentary evidence as discussed above in the absence of any kind of contrary evidence from the defendant's side.
- 14] Looking to the evidence produced by the plaintiff, it is auto generate copy and duly signed by authorized person. As the Plaintiff has proved the suit claim to its full extent by way of authenticated documents and cogent evidence, Thus,

the plaintiff has proved the amount of Rs.33341.87/- is due to the defendant vide Exh.19.

- 15] As the Plaintiff has proved the suit claim to its full extent by way of authenticated documents and cogent evidence, I have reason to believe that the Plaintiff is entitled to theft of the electricity on the outstanding amount. The Plaintiff Company has prayed for interest at the rate of 15% per annum on the outstanding amount from the date of filing of the suit. On perusal of the documents produced with the affidavit it appears that no contractual rate of interest is in existence between the parties on the amount remaining unpaid. It is settled principle of law that in case of decree for payment of money, where the liability in relation to the sum adjudged has arisen out of commercial transaction and where there is no contractual rate of interest agreed upon, the rate of interest shall not exceed the rate at which moneys are lent or advanced by nationalised banks in relation to commercial transaction. Hence, I think it to be just and proper in the interest of justice to award interest @ 9% per annum on the outstanding amount from the date of suit till realization.
- 16] In light of the above discussions, there is no any specific averment regarding the charging of delay payment charges. Therefore, I am of the view that the plaintiff is entitled to recover sum of Rs.

33341.87/- paisa along with interest at the rate of 9% per annum thereon from the date of filing of this suit till its realization from the defendant. So, I decide Issue No.2 **"partly in affirmative"**.

17] Further, as per the facts of plaint and evidence produced by plaintiff it is proved that plaintiff while checking the electric connection theft of energy was found on dtd.27/10/2023 given legal demand notice to defendant on dtd.10/06/2024, when plaintiff has been filed present suit on dated 30/07/2024. The provision of the Act suit for recovery of electricity bill amount filed within the Two years from the date of first due. Therefore, present suit is filed within the limitation and not barred by limitation. Therefore, I decide issue No.3 in the **"affirmative."**

18] In view of the above discussed facts & evidence plaintiff is entitled to get Rs. 33341.87/- (Rupees Thirty Three Thousand Three Hundred Forty One and Eighty Seven paise Only) together with interest at the rate of 9% per annum from the date of filing of this suit till realization of this amount from the defendant's all types of movable and immovable properties. Hence, I decide in the interest of justice I pass the final following order in regard to the Issue No.4 :

### **O R D E R**

- The plaintiff's suit is hereby **"partly allowed"** with cost.

- The plaintiff is entitled to recover Rs.33341.87/- (Rupees Thirty Three Thousand Three Hundred Forty One and Eighty Seven paise Only) from the defendant with interest at the rate of 9% per annum from the date of the suit till the actual realization of the decreetal amount from the person and property of the defendant within 60 days.
- The defendant is hereby ordered to pay Rs.33341.87/- (Rupees Thirty Three Thousand Three Hundred Forty One and Eighty Seven paise Only) to the plaintiff together with interest at the rate of 9% per annum from the date of filing of this suit till realization of this amount.
- The defendant is ordered to pay the costs of suit to plaintiff & bear his own cost.
- If defendant fail to comply the judgment within 60 days, warrant for arrest for recovery of the amount/warrant for attachment of the properties of judgment debtor shall be issued in execution procedure as per law.
- Decree to be drawn accordingly.

Pronounced today on this 16<sup>th</sup> day of April, 2026 in the open Court.

Date: 16/04/2026  
Place : Lunawada

(P.C.Soni)  
**PRINCIPAL SR.CIVIL JUDGE,**  
(Judge Code.GJ00848)