

## **Order Below Exh. 5**

1) Plaintiffs have filed the present suit for the declaration and permanent injunction. Plaintiff no. 1 is a partnership firm and plaintiff no. 1/1 to 1/3 are partners. Partnership firm is registered with the registrar of firms and they have their office in the jurisdiction of the present court. Plaintiffs have preferred an application vide exh. 5 to grant the temporary injunction during pendency of the suit and thereby seek the relief against the application of defendant number 1 Nanalal Gor in which defendant number 1 has applied before Paschim Gujarat Vij Company to disconnect the power supply provided to plaintiff firm and main cause and reason for the same is a General Power of attorney dated 31/08/2001 given by partners at the time of formation of the partnership firm to attend the government offices and apply and represent before the government offices and authorities on behalf of such partners and firm. It is notable that the General power of attorney dated 31/08/2001 produced at mark 3/3 was signed by some partners who are now retired.

2) After filing of the suit summons were issued to the defendant and the same was served on the defendant and he has filed reply cum objection vide exh. 10 to the suit as well as the present application of exh. 5 and plaintiff has produced counter affidavit vide exh. 17. Defendant no. 2 and 3 have also appeared and produced their reply vide exh.15.

3) In their application vide exh. 5 plaintiff has averred in para 1 and 2 regarding present partnership and names of the previous partners and in para 3 plaintiffs have averred regarding the place at which they are carrying on their business and it is also averred in para 3 of the application vide exh. 5 that the land located in revenue survey no. 34 and plot no. 9 having total 1680 square meters measurement and the same land is purchased by the partnership firm 'Ganga Agro Food Industries' and at the time of purchase the defendant no. 1 was a partner of the partnership firm and therefore he was authorised on behalf of the firm to purchase the above land. And it is averred in para 4 that partnership firm was incorporated on 19<sup>th</sup> February, 2000 and at that time defendant no. 1 was given power to carry on the activities on behalf of the firm on 31<sup>st</sup> August, 2001.

Further plaintiff has averred in para 5 of the application vide exh. 5 regarding the admission of the new partners and partners who were demitted the partnership firm and as per the averment made in para 5 (B) and (C) the defendant no 1 was admitted in the partnership firm on 1st December, 2002 and

he demitted the partnership firm on 31<sup>st</sup> March, 2006. Further plaintiff has averred in para 7 that defendant no. 1 had left the firm on 31<sup>st</sup> June, 2006 and at

the time of his demitting the firm he was paid Rs. 47,761/- vide cheque no. 129960 dated 7<sup>th</sup> March, 2007 of the Laxmi vilas Bank for his remaining unpaid amount as per his account with the firm and defendant no. 1 has also made the deed of relinquishing his right from the firm on 31<sup>st</sup> March, 2006. And further plaintiff has averred that defendant no. 1 has demitted the firm after getting his share and remaining unpaid amount of his account with the firm and he received his share from the partnership firm at the time he left the firm.

And further plaintiff has averred in para 8 of the application vide exh. 5 that after the defendant no. 1 has left the partnership on 31<sup>st</sup> March, 2006, he has started torturing the plaintiffs by way of giving an application to disconnect the electric connection provided by the PGVCL to the plaintiff firm and defendant no. 1 has applied before the PGVCL in the year 2020 to disconnect the connection of the PGVCL and the main object of the defendant no. 1 is to harass the plaintiff firm and interrupt its smooth functioning and thereby affecting the daily business of the firm by which the firm may incur losses. And further plaintiff has averred in para 9 that the defendant number 1 has applied in various departments on the basis of his name reflected in revenue record of the land for which in the year 2001 he was authorised in behalf of the firm to purchase the land and on the same land at present the firm is carrying on its business. And defendant no. 1 has applied before the Deputy Collector for cancellation of the entry no. 3932 in revenue record called Gam namuna no. 2 and the deputy collector has allowed his application and cancelled the entry no. 3932 because no registered document is available for changes made in the firm. However, the plaintiff firm has preferred an appeal before the collector, Rajkot and the same is pending.

And further plaintiffs have averred in para 11,12,13 that defendant number 1 has also applied before concern authority to initiate land grabbing procedure against plaintiff and defendant number 1 has also filed false application before police against plaintiff and plaintiff has appeared before police and clarified there and by that way defendant number 1 who has now nothing to deal with the property of the firm or business of the firm is keep applying before different authorities and departments and harassing the firm.

And further plaintiffs have averred in para 14,15 of their application vide Exh 5 that, actually plaintiff firm has the real authority over the electricity connection number 81907/01324/3 and firm is paying the bill of the usage of the

electricity regularly and the same electricity is used by the firm to carry on the regular business of the firm and therefore defendant number 1 has been harassing by different modes and techniques with some ulterior motive and if the electricity connection is disconnected then firm may suffer losses and

plaintiff has prima facie case and defendant has nothing to deal with the electricity connection of the firm and therefore balance of convenience is also in the favour of the plaintiffs and disconnection of the electricity will affect the daily business of the firm and firm may suffer losses and therefore plaintiffs have prayed in para 16 **to grant temporary injunction against the application of defendant number 1 that on sole consideration of defendant number 1 application power supply of the firm consumer number number 81907/01324/3 shall not be disconnected during the pendency of the suit.**

(4) Defendant number 1 has filed his reply vide Exh. 10 to the above application and denied the claims of the plaintiff and allegations made by the plaintiff against defendant number number 1 and further averred in para 18 that, whatever averred by plaintiff in para 4 of the plaint is admitted fact and further power of attorney dated 31/08/2001 made by the plaintiff firm in the favour of defendant number 1 is still in force and the same is neither cancelled nor any cancellation notice is given by the plaintiff firm. and further averred in para 19 in his reply vide Exh.10 that whatever stated in para 5(a) and (b) of the plaint is admitted fact however denied the fact averred in plaint para 5 (C ) and **also alleged that partners of the partnership firm have concocted a forged document to relieve the defendant number 1 from partnership firm.** plaint and thereafter denied the fact averred in plaint para 5(d).

Further defendant number 1 in his reply vide Exh.10 has admitted the facts averred by the plaintiff in plaint para 6 and also averred in para 20 of his reply that," in fact the land purchased for the business of the partnership firm is on the name of the defendant number 1 because he has paid the consideration and **just for necessity cheque of the the partnership firm is issued to pay the consideration** and therefore name of the defendant number 1 is inserted in the revenue record and therefore other partners and partnership firm has no right or interest.

Further defendant has averred in his reply vide Exh.10 in para 21 that, " in fact he has not been relieved or he himself has not left the partnership firm and plaintiffs have taken the signature of the defendant in blank papers and concocted a bogus deed of release and the stamp paper on which release deed

was drafted was not purchased by defendant number 1 and the same is even not purchased by partnership firm and defendant number 1 has not put any signature of such bogus release deed and release deed which was made on the date of 28/03/2006 was produced before the registrar of firms on 31/08/2016 and therefore in fact plaintiffs have created a forged document of release deed.

Further defendant has averred in para 22 of his reply vide Exh.10 that, in fact P.G.V.C.L connection which is claimed by the plaintiff firm on its name is actually owned by the defendant number 1 and therefore he has applied before the PGVCL to discontinue the same connection.

Further defendant number 1 in his reply vide Exh.10 has averred in para 37 that, PGVCL connection number 81907/01324/3 bills are coming on the name of defendant number 1 and he does not know that the same bill which is generated on the his name is regularly paid by the partnership firm and as per the above stated power of attorney he has authority to represent on behalf of the partnership firm before any authority or government offices, and therefore he requested to reject the application of the plaintiff vide Exh.5 as there is no prima facie case made out and balance of convenience is also in favour of the defendant and defendant number 1 will face losses as per the above reasons.

(5) Defendant number 2 and 3 (PGVCL) have filed their reply vide Exh.15 and averred in para 1 of their reply that, in fact none of the present partners have applied before them for electricity connection and in fact defendant number 1 on the strength of power of attorney of the firm and holder of such power has applied before the PGVCL and on his application partnership firm has been allotted with electricity connection and number of the same is 81907/01324/3. Further in their reply vide Exh.15 PGVCL has averred that as per the application of the defendant number 1 dated 20/03/23 defendant number 1 has stated that he has been relieved from the firm however he has also applied to disconnection of the electricity of the above consumer number and as per defendant number 1 application as he has the power of attorney in his favour which is not yet cancelled by the partnership firm present defendant number has acted on the basis of the same and PGVCL has not received any application to transfer the name of the plaintiff firm electricity connection or to get the alternate new connection on the name of the other partners and therefore as per the record of the above electricity connection name of the defendant number 1 is there on the behalf of the partnership firm and therefore on his application to disconnect the

electricity PGVCL has to act as defendant number is not desirous to have the above connection. However as the above connection 81907/01324/3 related this suit is pending PGVCL has not acted on the application of the defendant number 1.

Further defendant number 2 and 3 have filed documentary list vide Exh.16 in which vide mark 16/1 the application of the defendant number 1 to discontinue the electricity connection 81907/01324/3 is produced and vide mark 16/2 reply given by the PGVCL to plaintiff and defendant number 1 is produced.

(6) Now upon considering the application of the plaintiff vide Exh.5 and replies of the defendant number 1 and 2,3 following points of determination is required to be considered:

1. whether the plaintiff has a prima facie case ?
2. whether the balance of convenience is in the favour of the plaintiffs?
3. whether the plaintiffs will suffer irrecoverable losses if temporary injunction is not granted?

answer to the above points are as follows:

1. In affirmative
2. In affirmative
3. In affirmative

The reasons for the above answers are as follows:

(7) Now as per the Exh.5 application averments it appears that plaintiff firm M/S Ganga agro foods industries has its working/manufacturing unit situated at plot number 9 survey number 35 near saurastra petrol pump gondal road shapar Ta. kotda sangani District Rajkot and on the same address at the time of its beginning on behalf of the partners defendant number 1 (the then partner of the firm) has been conferred with powers to apply before necessary government authorities to do needful on behalf of the partners and act for and on the behalf

of the partners and the same is produced by the plaintiff vide mark 3/3 and upon receiving such powers defendant number 1 has applied before PGVCL for electricity connection and considering his application connection has been allotted and plaintiff firm is using the same connection for their day to day business activity and same fact is also admitted by the defendant number 1 in his reply vide exh 10 in para 37 and defendant number 1 has also admitted the fact that he does not know whether the bill of the 81907/01324/3 electricity connection, in present time i.e. after his release from the firm, is paid by partnership firm or not and further he has also averred in para 37 that as general power of attorney dated 31/08/2001 is not yet cancelled he has authority to act on the basis of the same and on contrary defendant number 1 has averred in his reply para 19 in which defendant number 1 claimed that he has been released from the firm by way of creating concocted release deed.

Further defendant number 1 has applied before the defendant number 2 and 3 PGVCL on 20/03/23 for removing the electricity connection allotted by the PGVCL and in that application produced by the defendant number 2 and 3 at mark 16/1. Now considering the same application and on plain reading of the same it appears that defendant number 1 has applied before the PGVCL on the basis of "ownership" and "general power of attorney" dated 31/08/2001 and according to the plaintiffs defendant number 1 was released from the firm by way of release deed dated 31/03/2006 and thereafter new partnership deed for the plaintiff firm is formed produced at mark 3/7 and the same is registered with registrar of firms and certificate of the registration is produced at mark 3/8. Defendant number 1 in his reply para 16 and 17 has admitted the fact that, "partnership firm was formed between few persons including him initially and for business purpose partnership firm has purchased the land and started the business" and further defendant number 1 in his reply para 20 has also admitted the fact that "land was purchased for the firm on his name and revenue record reflects his name and consideration of the above purchase was paid through the cheque of firm".

(8) On interim relief and injunctions Hon. Supreme court in CIVIL APPEAL NO. 1392 OF 2023 THIRU K. PALANISWAMY V/S. M. SHANMUGAM & ORS. has observed and held in para "22. Apart from the above, we may also take note of the principles in relation to the matters concerning grant of interim relief, which have been stated and re-emphasised by this Court in the case of Union of India and Ors. v. M/s. Raj Grow Impex LLP and Ors.: 2021 SCC OnLine SC 429

as follows: - “194. In addition to the general principles for exercise of discretion, as discussed hereinbefore, a few features specific to the matters of interim relief need special mention. It is rather elementary that in the matters of grant of interim relief, satisfaction of the Court only about existence of prima facie case in favour of the suitor is not enough.

The other elements i.e., balance of convenience and likelihood of irreparable injury, are not of empty formality and carry their own relevance; and while exercising its discretion in the matter of interim relief and adopting a particular course, the Court needs to weigh the risk of injustice, if ultimately the decision of main matter runs counter to the course being adopted at the time of granting or refusing the interim relief. We may usefully refer to the relevant principle stated in the decision of Chancery Division in *Films Rover International Ltd. v. Cannon Film Sales Ltd.* : (1986) 3 All ER 772 as under:— “....The principal dilemma about the grant of interlocutory injunctions, whether prohibitory or mandatory, is that there is by definition a risk that the court may make the “wrong” decision, in the sense of granting an injunction to a party who fails to establish his right at the trial (or would fail if there was a trial) or alternatively, in failing to grant an injunction to a party who succeeds (or would succeed) at trial. A fundamental principle is therefore that the court should take whichever course appears to carry the lower risk of injustice if it should turn out to have been “wrong” in the sense I have described. The guidelines for the grant of both kinds of interlocutory injunctions are derived from this principle.” (emphasis in bold supplied) 195. While referring to various expositions in the said decision, this Court, in the case of *Dorab Cawasji Warden v. Coomi Sorab Warden* : (1990) 2 SCC 117 observed as under:— “16. The relief of interlocutory mandatory injunctions are thus granted generally to preserve or restore the status quo of the last non-contested status which preceded the pending controversy until the final hearing when full relief may be granted or to compel the undoing of those acts that have been illegally done or the restoration of that which was wrongfully taken from the party complaining. But since the granting of such an injunction to a party who fails or would fail to establish his right at the trial may cause great injustice or irreparable harm to the party against whom it was granted or alternatively not granting of it to a party who succeeds or would succeed may equally cause great injustice or irreparable harm, courts have evolved certain guidelines. Generally stated these guidelines are: (1) The plaintiff has a strong case for trial. That is, it shall be of a higher standard than a prima facie case that is normally required for a prohibitory injunction. (2) It is necessary to prevent irreparable or serious injury which normally cannot be compensated in terms of money. (3) The balance of convenience is in favour of the one seeking such

relief. 17. Being essentially an equitable relief the grant or refusal of an interlocutory mandatory injunction shall ultimately rest in the sound judicial discretion of the court to be exercised in the light of the facts and circumstances in each case. Though the above guidelines are neither exhaustive nor complete or absolute rules, and there may be exceptional circumstances needing action, applying them as prerequisite for the grant or refusal of such injunctions would be a sound exercise of a judicial discretion." (emphasis in bold supplied)"

(9) Further at this juncture when this application for temporary injunction under order 39 rule 1 and 2 of code of civil procedure is preferred by the plaintiff firm for the main reason and cause appears that defendant number 1 on the

strength of the power of attorney dated 31/08/2001 has applied before defendant number 2 and 3 to cut the power supply provided to the partnership firm and looking to his application produced vide mark 16/1 in para 1 defendant number 1 has stated that, " at the time getting electricity connection on behalf of all the partners and on the basis of general power of attorney he has signed the application." and thereafter on plain reading of his application to cut the electricity supply of plaintiff partnership firm no other reasons relating to the electricity connection is stated and defendant number 1 in his application before PGVCL (mark 16/1) stated all the reasons related to his disputes with partners and partnership firm which are not related to power supply and the certificate of registrar of firms produced at mark 3/8 in which it is reflected that defendant number 1 has retired from the partnership firm (entry number 2C).

(8) Further considering the averments of the defendant number 1 in his application before defendant number 2 and 3 (PGVCL) produced vide mark 16/1, if PGVCL is cutting the power supply of the plaintiff firm only on sole consideration of application of the defendant number 1 **(and not for other reasons and requirements as they are empowered to do so)** than in such situation plaintiff firm in its day to day business activities may face hardships and inconveniences and sole ground of application by the defendant number 1 i.e. General power of attorney dated 31/08/2001 is also an issue required to be considered in trial and when certificate of registrar of firms produced vide mark 3/8 shows the entry regarding the retirement of the defendant number 1 therefore a prima facie case to protect the legal right of the plaintiff firm to carry on day to day business is made out but only limited to against the application of defendant number 1. Further if defendant number 2 and 3, on sole consideration of the application of defendant number 1, is cutting the connection of the

electricity provided to plaintiff firms than hardships suffered by plaintiff firm can not be compared with disputes of the defendant number 1 with partnership firm and partners and balance of convenience is also appear to be in favour of plaintiff firm because electricity connection loss will result into disruptions of business activities of the firm and defendant number 1 is not affected if such electricity connection is not terminated as he himself in his application produced vide mark 16/1 to defendant number 2 and 3 has stated in first para that he is now retired and living a retired life and therefore considering the above discussions and reasons the following order is passed:

**: order :**

(1) Present application vide Exh.5 is allowed.

(2) Therefore a temporary injunction against Defendant number 1 is granted whereby Nanalal Bhagvanjibhai Gor is prohibited from applying before defendant number 2 and 3 (PGVCL) for **Electricity supply disconnection** of the consumer number 81907/01324/3 of the plaintiff firm till the pendency of this suit and further pending any his representation shall also not be considered till pendency of this suit.

(3) Pronounced in open court today on 24/09/2025.

Kotda sangani  
24/09/2025

Rutvij Falgunbhai Trivedi  
Principal Civil Judge  
Kotda sangani GJ01748