

Registered on:-

Decided on:-

Duration :- Y. M. Days.

In the court of the 2nd Additional District Judge, Bhavnagar at Mahuva

Spl.Civil suit (Electricity) No.220/2018

Ex. _____

The Paschim Gujarat Vij Co. Ltd.,
A company established for
supply of electricity,
Through Head office at Rajkot,
Bagdana Sub Division office,
Mahuva, Dist. Bhavnagar

....Plaintiff

Versus.

Bhurabhai Mayabhai Kavad,
Adult, Occupation : Agriculture,
Residing at : Belampar, Taluka : Mahuva,
Dist. Bhavnagar

...Defendant

Subject : Suit for recovery of Rs.14,728.00 paisa

Ld. Advocate Mr. K.V. Vaidya for the plaintiff
Defendant exparte.

= J U D G M E N T =

1) Plaintiff has filed the present suit for recovery of Rs.14,728.00
paisa along with the cost and interest from the defendant as prayed for
in para-9 of the plaint

2) The brief facts of the plaintiff's case are as under :-

That the plaintiff is a Paschim Gujarat Vij Company Limited, (P.G.V.C.L. for short) established as per the section 5 of the Gujarat Electricity Supply Act before its conversion into P.G.V.C.L.

That it is the further the case of the plaintiff company that as on 17/05/2016 officers of the plaintiff company carried out surprise checking of the house of the defendant and during surprise checking it is found that defendant was extracting electricity by hooking from the plaintiff company's L.T. line pole illegally and, therefore, the plaintiff company had issued bill of Rs.10,571.33 paisa to the defendant and in spite of repeated request made by the plaintiff company to the defendant for the payment thereof and even after issuing of the legal notice to the defendant for the payment thereof, defendant had failed to make the payment of the bill in question and, therefore, the defendant is liable to pay the amount of delay payment charges along with notice fee to the plaintiff company. So in all defendant is liable to pay Rs.14,728.00 paisa to the plaintiff company as stated in the plaint. But defendant has not made any payment of the said amount to the plaintiff company, hence plaintiff company is constrained to file the present suit for recovery of amount stated in the plaint along with the cost

and interest in terms of para-9 (A,B) of the plaint.

3) That in this matter though the suit summons was duly served upon the defendant, defendant has not appeared in the matter, therefore, suit is ordered to be proceeded ex parte against the defendant.

4) On considering the pleading, oral and documentary evidence of the plaintiff following issues have been framed at Exh.6 for determination of the plaintiff's suit.

1. Whether plaintiff entitled to recover suit amount as prayed for from the defendant ?
2. Whether the plaintiff entitled for interest ?
3. What order and decree ?

5) My findings on the above issues with the reasons are as under:-

1. In the affirmative.
2. Partly in the affirmative
3. As per final order.

6) That in this matter in order to prove the suit, the plaintiff company has produced following oral as well as documentary evidence.

Oral Evidence

Deposition of Dy. Engineer of plaintiff company Mr.Bijalbhai Meghabhai Kavadi at Exh.7.

Documentary Evidence

Ex. 09

A copy of proforma-12

Ex. 10	A copy of investigation sheet
Ex. 11	A copy of Rojkam
Ex. 12	A copy of supplementary bill with forwarding
Ex. 13	A copy of notice issued by an advocate
Ex. 14	A copy of receipt of R.P.A.D. of notice
Ex. 15	An acknowledgment

7) That in this matter though the sufficient opportunity was given to the defendant to produce his evidence, defendant has not produced any evidence in this matter.

REASONS

8) Issues No. 1

That in this case in order to prove the contents of the plaint Exh.1 on behalf of the plaintiff company one Bijalbhai Meghabhai Kavad, Dy. Engineer of sub Division P.G.V.C.L. Bagdana Sub-Division, Mahuva has deposed on oath at Exh.7 wherein he has reiterated the facts stated in the plaint and the deposition of the witness of the plaintiff is not challenged by the defendant though he had given an opportunity to challenge the same. Further more, the plaintiff company has also produced documentary evidence vide Exh. 09 to 15 in support of the evidence of the Dy. Engineer Bijalbhai Meghabhai Kavad. So looking to the oral evidence of the Dy. Engineer, Sub Division, Bagdana Sub-Division Office, Mahuva along with the documentary evidence produced by the plaintiff company, it appears that the on the date of the

surprise checking defendant was found to have been extracting electricity by hooking illegally from the electricity pole of the plaintiff company and, therefore, plaintiff company had issued bill of Rs. 10,571.33 paisa and plaintiff company has also issued legal notice to the defendant for the payment thereof. But defendant has failed to make the payment thereof and, therefore, the defendant is also liable to pay delay payment charges as well as notice fee to the plaintiff company as stated in the plaint and deposition of the plaintiff's witness. So according to my opinion plaintiff has successfully proved that plaintiff company is entitled to recover Rs.14,728.00 paisa from the defendant. Hence I answer the issue No.1 in the affirmative.

9) Issues No. 2

That as stated and ordered in issue No.1 that the defendant has failed to make the payment to the plaintiff on the suit amount in spite of issuing of legal notice it would be just and proper to award 9% interest on the suit amount to the plaintiff that would meet the end of justice. Hence I award 9% interest to the plaintiff on the suit amount and accordingly I answer issue No.2 partly in the affirmative.

10) Issues No. 3

That in view of the detailed discussion made here in above in issue No. 1 and 2, plaintiff company is entitled to recover Rs.14,728.00 from the

defendant along with the interest at the rate of 9% from the date of suit till its realization and, accordingly suit of the plaintiff is required to be partly allowed and, therefore, I pass the following final order.

ORDER

The present suit of the plaintiff P.G.V.C.L. is hereby partly allowed.

The plaintiff company is entitled to get Rs.14,728.00 paisa (Rupees Fourteen Thousand Seven Hundred Twenty Eight only) together with costs and interest at the rate of 9% p.a. from the date of suit till its realization from the defendant.

The defendant is ordered to pay the cost of plaintiff company and shall also bear his own cost.

Decree to be drawn accordingly.

Pronounced in the open Court to-day on this 27th day of July, 2018.

Mahuva
Dt. 27/07/2018

(Mahammadhanif Savaikhan Sindhi)
2nd Additional District Judge,
Bhavnagar, at Mahuva
Code : GJ00424