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IN THE COURT OF ADDITIONAL DISTRICT JUDGE, U N A.

**SPECIAL CIVIL SUIT (Electricity) No. 183/2017.
EX.-21.**

PLAINTIFF :

Paschim Gujarat Vij Company Ltd.,
Through : Dy. Engineer, Sub-Division No.-2, Kodinar,
Division office Una, Circle Office Amreli,
and head office situated at Rajkot.

V E R S U S

DEFENDANT :

Dudabhai Lakhabhai Makwana,
Age : Adult, Occupation : Agriculture,
R/o Malgam, Tal : Kodinar, Dist.: Gir-Somnath

**Subject : Suit to recover the power theft bill amount of Rs.
5,395.33 Ps. U/S 154(5) of Electricity Act.**

- Ld. Advocate Mr. M.J.Kubavat for plaintiff.
- Ex-parte against the defendant.

:- J U D G M E N T -:

(1) The short facts given rise to the present suit are as under :-

The defendant is neither a legal consumer nor he has legally obtained electric connection from the plaintiff company. The

plaintiff has alleged that on dtd. 26/12/2014, the officers of the plaintiff company was in the checking in the domestic electric supply connection of the defendant and during checking it was found that the defendant was using the electricity unauthorized by placing wire on the low tension line of the plaintiff company passing near his domestic site and consuming electricity in total 300 watt illegally without permission of the plaintiff company and caught red handed by doing power theft. Thereby, officers of the checking squad has done the legal procedure and prepared a necessary documents on the spot and issued the theft electricity bill of Rs. 4,146.32 Paise to the defendant on dated 02/01/2015. Thereafter on non payment of the said bill, plaintiff company has issued the legal notice to the defendant through advocate though has not given any heed to pay the bill of the plaintiff, hence it was compelled to file the suit against the defendant. Therefore, as per the rule of plaintiff company, if any body fails to pay the amount of bill within 15 days, then delay payment charges is to be charged. Thereby, defendant is responsible to pay the suit amount with D.P.C.. Therefore, plaintiff company has filed the suit to recover the due amount of Rs. 4,146.32 Paise including D.P.C. Rs. 1,249.01 Ps., Notice charge Rs. 00/- and in total Rs. 5,395.33 Paise with interest at the rate of 24% p.a. and pray to draw a decree in favour of plaintiff company.

(2) The notice has been issued and duly served upon the

defendant. Defendant has remained present personally and filed the adjournment application though granting sufficient opportunities defendant has not filed any reply, hence, right of written statement was closed on dated 19/08/2017.

(3) Following issues are framed vide Ex.7 for the determination of the suit :-

- 1) Whether the plaintiff proves that the defendant has committed theft of energy amounting to Rs. 4,146.32 Paise ?
 - 2) Whether the plaintiff is entitled to get interest ? If yes, at what rate ?
 - 3) Whether the plaintiff is entitled to get the relief as sought for ?
 - 4) What order and decree ?
- (4) My findings of the above issues are as under:-

- 1) In the affirmative.
 - 2) In the affirmative, at the rate of 6% per annum.
 - 3) In the affirmative as per final order.
 - 4) As per final order.
- (5) To prove its case, the plaintiff has produced their ocular

and documentary evidence as under :-

Oral Evidence :-

Ex.8	:	Affidavit for examination-in-chief under C.P.C., Order-18, Rule-4 of Jashubhai Bhikhabhai Barad, Dy. Engineer of plaintiff company.
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Documentary Evidence :-

Ex.9	:	Original rojkam.
Ex.10	:	Original inspection report.
Ex.11	:	Original theft bill calculation sheet.
Ex.12	:	Certified copy of ledger of defendant's account.
Ex.13	:	Office copy of power theft bill.
Ex.14	:	Office copy of supplementary bill.
Ex.15	:	Office copy of legal notice issued through the advocate to the defendant and original window slip.
Ex.16	:	Original acknowledgment receipt with signature.
Ex.17	:	Original proposal for filing the suit, Proforma No.12.
Ex.18	:	Original Sanction order.
Ex.19	:	Copy of authority granted.
Ex.20	:	Closing pursis.

At the stage of evidence the defendant remained absent, hence, defendant's evidence was closed on dtd. 23/01/2018 and right of argument was closed on dated 25/01/2018.

:- REASONS :-

ISSUE NO. 1 TO 3 :-

(6) All this three issues are inter connected to each other, so ergo with a view to avoid repetition, I discuss and decide above issues together.

(7) The plaintiff's officer has filed the affidavit of examination-in-chief vide Exh.8 in support of plaint as per O.18, R.4 of C.P.C. and in such affidavit plaintiff's officer is supporting the facts of the plaint and defendant has not appeared for the cross examination, therefore, right of defendant for cross examination was closed on dated 18/01/2018. So, the affidavit is supporting the facts of the suit. Plaintiff has produced documentary evidence to prove its case vide Exh.9 to Exh.19 as described in Para-5. Hence, the plaintiff's documentary evidence and chief-examination of the plaintiff's witness Exh.8 are unchallenged from the defendant's side, therefore, there is no reason to disbelieve plaintiff's evidence.

(8) On perusal of the ocular and documentary evidence produced by the plaintiff company, it is proved that checking squad of plaintiff company visited at defendant's place on dtd. 26/12/2014 and have found that defendant had taken direct electric connection from the electric line and was consuming the electricity. Defendant was not the consumer of the plaintiff company though using the electricity illegally. Thus the

defendant has been found out dishonestly using, consuming and abstracting the electric energy and committed the act of theft of electricity. The checking squad has prepared a power theft bill of Rs. 4,146.32 Ps. and issued to the defendant but defendant has failed and neglected to make the payment of the same, hence, the suit is filed. Therefore, it is crystal clear that the defendant has committed the theft of electric energy and liable to pay the theft electricity bill of Rs. 4,146.32 Paise including D.P.C. Rs. 1,249.01 Ps., Notice charge Rs. 00/- and in total Rs. 5,395.33 Ps. with interest to the plaintiff company.

(9) Further, plaintiff company has prayed for compound interest at the rate of 24% p.a., but, in this suit between the parties there is no specific contract for interest therefore as per section 34 of C.P.C., plaintiff is entitled to get relief of the interest at the rate of 6% on the due amount of the suit from the defendant.

(10) Therefore, in view of the above discussion, plaintiff company is entitled to recover the suit amount of Rs. 5,395.33 Ps. with simple interest at the rate of 6% p.a. from the date of filing of the suit till the realization of the suit amount from the defendant. And in view of my above discussion, I answer Issue Nos. 1 to 3 accordingly and for Issue No. 4, following order requires to be passed.

-:: ORDER ::-

- The plaintiff's suit is allowed.
- The plaintiff is entitled to recover the suit amount Rs. 5,395.33 Paise (Rupees Five Thousand Three Hundred Ninety Five and Thirty Three Paise Only) with simple interest at the rate of 6% (Six percent) per annum from the date of filing of the suit till the realization from the defendant.
- The defendant do pay the costs of the plaintiff's suit and bear his own costs.
- Decree be drawn accordingly.

Pronounced in open Court today this 15th day of
FEBRUARY, 2018.

Date : 15/02/2018.
Place: Una.

[S.P. Tamang]
Additional District Judge &
Special Judge (Electricity), Una.
U.Id.No.GJ.00376.