

**IN THE COURT OF GORAKH NATH PANDEY
DISTRICT JUDGE (COMMERCIAL COURT),
NORTH EAST DISTRICT, KARKARDOOMA COURTS:
DELHI.**

CS (COMM.) 03/2026
CNR No.DLNE01-003931-2025

BSES YAMUNA POWER LTD.
THROUGH ITS AUTHORIZED OFFICER
MR. RAKESH KUMAR,
SHAKTI KIRAN BUILDING
KARKARDOOMA, DELHI – 110032.

..... Plaintiff

Vs.

MOHD. ASLAM,
S/O SH. ZAHEER AHMED,
D-32, FIRST FLOOR, NEW SEELAMPUR,
DELHI – 110053.

..... Defendant

Date of Institution	:	13.01.2026
Date of final arguments	:	25.05.2026
Date of decision	:	01.06.2026
Decision	:	Decreed.

J U D G M E N T:-

1. This suit has been filed by the Plaintiff against the defendant seeking recovery of Rs.4,09,175/-.

2. The plaintiff has inter alia pleaded in the plaint that the present suit has been filed through Mr. Rakesh Kumar, Manager (Legal) who is competent to sign, verify and institute the same on behalf of the plaintiff company vide GPA dated 24.07.2025.

3. Plaintiff is a licensee under the provision of Section 14 of The Electricity Act, 2003. It is stated that the plaintiff is distributing electricity in Delhi including the area in which the premises occupied by the defendant is situated. The defendant is the consumer of electricity distributed and supplied by the plaintiff through CA No.151424816. Since the defendant failed to deposit the usage charges to the plaintiff, therefore, the meter was disconnected on 20.06.2024. The defendant lastly made a payment of Rs.1,85,540/- on 18.06.2024 towards his electricity dues and thereafter, failed to fulfill his obligations and abide by the terms as prescribed. The defendant has not paid the electricity charges despite several communications by the plaintiff company. The defendant was also served with a legal notice dated 11.02.2021 informing the defendant to pay Rs.1,94,510.94 towards the outstanding bill. Left with no option, the plaintiff company disconnected the electricity connection of the defendant on 20.06.2024 and subsequently generated final bill dated 14.08.2024 wherein the defendant was liable to pay an amount of Rs.4,09,175/-. Hence, the present suit for recovery is filed by the plaintiff against the defendant.

4. The defendant filed written statement contending that the plaintiff has approached the court with uncleaned hands and suppressed the material facts; there is no cause of action for filing the present suit in favour of the plaintiff and against the defendant. It is submitted that the defendant has cleared/paid all the outstanding dues for an amount of Rs.1,85,540/- upto

18.06.2024 and despite that the electricity connection of the defendant was disconnected by the plaintiff on 20.06.2024 and since then the electricity connection lying disconnected so how the outstanding dues of Rs.4,09,175/- is calculated by the plaintiff. The defendant denied the other contents of the plaint and lastly prayed to dismiss the suit with heavy costs.

5. In the replication, the plaintiff reiterated the contentions mentioned in the plaint and denied the averments of defendant in the written statement.

6. Upon completion of pleadings, the following issues were framed on 08.04.2026:

Issues:

(1) Whether the plaintiff is entitled to decree in the sum of Rs.4,09,175/- as prayed for? OPP

(2) Relief.

7. Evidence in this case was recorded through Local Commissioner appointed vide order dated 08.04.2026. The plaintiff examined its Manager (Legal) Sh. Rakesh Kumar as PW1 vide his affidavit Ex.PW1/A to prove the case. He also relied upon the following documents:

(1) Copy of authority letter dated 24.07.2025 as Ex.PW1/1.

(2) Plaint as Ex.PW1/2.

(3) Certificate under Section 63 of The Bhartiya Sakshya

Adhiniyam, 2023 as Ex.PW1/3.

8. The plaintiff further examined its Commercial Officer Sh. Tarun S. Anand as PW2 who deposed vide his affidavit Ex.PW2/A as per the averments in the plaint. He also relied upon the following documents:

(1) Application form for new connection alongwith Indemnity Bond, Aadhar Card, Ownership documents and inspection report filed by the defendant as Ex.PW2/1 (Colly).

(2) Office copy of the notice dated 11.02.2021 alongwith postal record as Ex.PW2/2 (Colly).

(3) Printout of electricity bill dated 14.08.24 with consumption pattern and account statement as Ex.PW2/3 (Colly).

(4) Certificate under Section 63 of the Bhartiya Sakshya Adhiniyam, 2023 as Ex.PW2/4 (Colly).

9. The defendant failed to lead evidence despite opportunity and the evidence of the defendant was closed vide order dated 12.05.2026.

10. I have heard the final arguments addressed by the counsel for the plaintiff. None appeared for the defendant to address the final arguments. My issue-wise findings are as under:

Issue No.(1):

Whether the plaintiff is entitled to decree in the sum

of Rs.4,09,175/- as prayed for? OPP

11. Section 101 of the Evidence Act, 1872 defines “burden of proof” which is reproduced as below:-

“101. Burden of proof- whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts, must prove that those facts exist. When a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person.”

Section 101 of the Evidence Act has clearly laid down that the burden of proving a fact always lying upon the person who asserts the facts. Until such burden is discharged, the other party is not required to be called upon to prove his case. The court has to examine as to whether the person upon whom the burden lies has been liable to discharge his burden. Until he arrives at such conclusion he cannot proceed on the basis of weakness of other party. Further, Section 58 of the Indian Evidence Act contained that no fact need to be proved in any proceedings which parties thereto or their agents agree to admit at the herein, or which, before the hearing, they agree to admit by any writing under their hands or which by any rule of pleadings enforce at the time they are deemed to have admitted by their pleadings.

12. It is well settled that a suit has to be tried on the basis of the pleadings of the contesting parties which is filed in the suit in the form of plaint and written statement and the nucleus

of the case of the plaintiff and the contesting case of the defendant in the form of issues emerges out of that. Being a civil suit, this suit is to be decided on the basis of preponderance of probabilities.

In the case of Raj Kumar Singh & Anr. Vs. Jagjit Chawla, reported in 183 (2011) DLT 418, the Hon'ble High Court of Delhi was pleased to observe as under:-

“A civil case is decided on balance of probabilities.

The balance of probabilities in the present case shows that the Power of Attorney Ex. PW3/1 and the Will Ex. P-1 were duly executed by the deceased Sh. Sohan Singh. The Power of Attorney is after all a registered Power of Attorney, and more importantly, the original title documents of the subject property are in the possession of the respondent No. 1 and which would not have been, if there was not to be any transfer of title in the suit property. Merely because two views are possible, this court would not interfere with one possible and plausible view which is taken by the court below, unless such view causes grave injustice. In my opinion, in fact, grave injustice will be caused not to the objectors/appellants but to the respondent No. 1 her father-in-law Sh. Sewa Singh, if the impugned judgment is set aside.”

In the case of Vishnu Dutt Sharma Vs. Daya Sapra, reported in (2009) 13 SCC 729, the Hon'ble Supreme Court was pleased to observe as under:

"8. There cannot be any doubt or dispute that a creditor can maintain a civil and criminal proceedings at the same time. Both the proceedings, thus, can run parallel. The fact required to be proved for obtaining a decree in the civil suit and a judgment of conviction in the criminal proceedings may be overlapping but the standard of proof in a criminal case vis-a-vis a civil suit, indisputably is different. Whereas in a criminal case the prosecution is bound to prove the

commission of the offence on the part of the accused beyond any reasonable doubt, in a civil suit “preponderance of probability” would serve the purpose for obtaining a decree”.

13. The onus to prove the above issue was on the plaintiff. The brief and relevant facts for the filing of this case alongwith defence of the defendant has been mentioned at the outset. The plaintiff claimed that the defendant is the registered consumer of CA No.151424816 since 20.06.2024; bill of Rs.4,09,175/- is still due and outstanding against the defendant; the meter connection has been disconnected on 20.06.2024 and hence the present suit for recovery of Rs.4,09,175/- is filed. Per contra, the defendant submitted that there is no outstanding amount qua the bill in question as the defendant has already paid the total outstanding dues of Rs.1,85,540/- upto 18.06.2024.

PW1 & PW2 examined by the plaintiff in evidence by way of affidavits reiterated the contents of the plaint and proved the relevant documents. The testimony of the PWs alongwith documents on record remained unimpeached/uncontroverted on material aspects and nothing contradictory has been brought by the defendant to controvert the claim of the plaintiff during the cross-examination of PWs. The outstanding amount towards CA No.151424816 Rs.4,09,175/- is as per the final bill Ex.PW2/3 (Colly). The defendant has failed to lead any evidence in support of the contentions mentioned in the written statement. Infact, the defendant does not have any defence against the claim of the

plaintiff at all. Merely denial of the claim is not sufficient to prove the contention and deny the relief of the plaintiff.

14. Upon scrutiny of the pleadings of the parties and the evidence led by the plaintiff, as noted hereinabove, the plaintiff is accordingly entitled to decree in the sum of Rs.4,09,175/- from the defendant. The issue No.(1) is accordingly decided in favour of the plaintiff and against the defendant.

Relief:

15. In view of the above, the suit of plaintiff is accordingly decreed in favour of the plaintiff and against the defendant for a sum of Rs.4,09,175/-. The Plaintiff shall also be entitled to the costs of the suit.

16. Decree sheet be drawn accordingly.

17. The copies of the judgment be issued to all the parties to the dispute through Electronic Mail. Judgment be also uploaded on the server.

18. File be consigned to Record Room after necessary compliance.

Announced in the open court (GORAKH NATH PANDEY)
on 01st June, 2026. District Judge (Commercial Court)
North East District: Karkardooma Courts, Delhi.