

**TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL  
NEW DELHI**

**DATED 13<sup>TH</sup> JULY, 2005**

**PETITION No.30(C) OF 2005  
(M.A.No.78 of 2005)**

M/s Gadwal Communications Network ...Petitioner  
Vs  
Gemini T.V. & Ors. ...Respondents

**BEFORE:**

**HON'BLE MR. JUSTICE N. SANTOSH HEGDE,  
CHAIRPERSON**

**MR. VINOD VAISH, MEMBER  
LT.GEN.D.P.SEHGAL(RETD.),MEMBER**

:Mr.S.Chandra Sekhar,Advocate

For Respondents 1- 4

:Mr.K.K.Mani,Advocate

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**ORDER**

The petitioner has approached this Tribunal complaining that though it had an agreement with the 4<sup>th</sup> respondent to supply the signals of Gemini and Teja channels, Respondent No. 4 has unilaterally stopped the supply of the said signals without notice.

Notice of this petition was directed to be issued to the respondents. Respondents Nos. 1 to 4 have filed a common counter-affidavit. In the counter affidavit it is stated that the agreement between 4<sup>th</sup> respondent and the petitioner was executed on behalf of the petitioner by one Shri G. Sridhar and that very person on 3<sup>rd</sup> January 2005 wrote a letter to the 4<sup>th</sup> respondent seeking disconnection of the signals by 5<sup>th</sup> February 2005. It was also stated in this letter it is stated that the petitioner will not be in a position to pay subscription to the 4<sup>th</sup> respondent from that day. Therefore, the 4<sup>th</sup> respondent contends that it is consequent to the said letter that the disconnection had taken place and the allegation of the petitioner that the disconnection was unilateral and without notice is unsustainable.

The counsel appearing for the petitioner, however, contended that though it is true that the agreement between the petitioner and the 4<sup>th</sup> respondent was signed by said Shri G. Sridhar because he was a partner at that point of time, in the month of January 2005 said Shri Sridhar, and another partner Mrs. Jyothi, separated from the partnership and have started a parallel business. It is because of the said reason it is possible that a letter which is referred to by the 4<sup>th</sup>

Respondent might have been issued with *malafide* intention. He submitted that the letter was in reality not written on behalf of the petitioner and therefore no reliance should be placed on the said letter. We are unable to accept this contention once it is admitted that the agreement between the petitioner and the 4<sup>th</sup> Respondent is signed by said Shri G. Sridhar, it was the obligation of the petitioner firm if really the said Shri Sridhar and Mrs. Jyothi had left the partnership to intimate the 4<sup>th</sup> Respondent and caution the 4<sup>th</sup> Respondent not to take any action based on any representation to be made by the said persons. No such representation was made and, therefore, in our opinion 4<sup>th</sup> respondent was well within his rights to rely upon the said letter and act accordingly. We also find from the pleadings that the contention of the learned counsel that said Sridhar has written the letter with *malafide* intention is not supported by any other evidence or material on record. That being the case, we are unable to accept the contention of the learned counsel of the petitioner and hence the petition is dismissed.

.....J  
**(N. Santosh Hegde)**  
**Chairperson**

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**(Vinod Vaish)**  
**Member**

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**(D.P.Sehgal)**  
**Member**