

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

DATED 28th April, 2006

PETITION No.75(C) OF 2005

Info Cable Entertainers Pvt. Ltd.
Through its Managing Director
#507, 2nd Floor, East End Main Road,
9th Block, Jayanagar,
Bangalore 560 069

... Petitioner

Vs.

1. Indus Ind Media and communications Limited
By its Managing Director
99/3, N.R. Road,
First Floor, New Raja Building
Bangalore 560 002

2. Aerolex Cablenet
rep. by its Managing Partner
Mr.Pratap S. Wadhwa
99/2, N.R. Road,
First Floor, New Raja Building
Bangalore 560 002

3. Pratap Wadhwa
99/2, N.R. Road,
First Floor, New Raja Building
Bangalore 560 002

4. SET Discovery Pvt. Ltd.
By Its Regional Manager – South
Having its registered office at
No.23, Shah Industrial Estate
Off Vir Desai Road, Andheri West,
Mumbai 400 043
And having Regional Office at
2009, 100 feet Road,
Indira Nagar, Bangalore 560 038

... Respondents

BEFORE:

**HON'BLE MR. JUSTICE N. SANTOSH HEGDE,
CHAIRPERSON
MR. VINOD VAISH, MEMBER
LT.GEN.D.P.SEHGAL(RETD.),MEMBER**

For : Mr.S.Gurukrishnakumar with
Petitioner Mrs.Srikala Guru Krishnakumar,
Advocates

For : Mr.Basava Prabhu S. Patil,
Respondent Mr.B.Subrahmanya Prasad,Advocates
No.2&3

For : Mr.Siddhartha Datta,Advocate
Respondent
No.4

ORDER

The petitioner, Info Cable Entertainers Private Limited, ('ICE TV'), is a limited company operating as a multi-system operator (MSO) in Bangalore City providing Cable TV service to a vast area in Bangalore. The 1st respondent, Indus-Ind Media and Communications Limited (In-cable) is an MSO in Bangalore city and 2nd Respondent, Aerolex is a distributor of TV channels, whereas the 3rd respondent is the managing partner of 2nd Respondent. It is stated by the petitioner that Respondents No.1 & 3 have offices in the same building at 99/2 & 3, N.R. Road, First Floor, New Raja Building, Bangalore. Respondent No.4, SET Discovery Private Limited, is a broadcaster providing programmes of TV channels under the caption "One Alliance".

2. The petitioner had entered into an agreement with the 4th Respondent during the year 2002, which originally was for five channels for a period of one year and was renewable subsequently. It is contended by the petitioner that they had about 100 cable operators affiliated to it with a subscriber base of about 3,500. According to the petitioner, the said agreement envisaged payment of monthly subscription on the basis of number of subscribers, referred to as points and the amount per point was fixed and could not be changed without prior notice or consent. The petitioner stated that it does not possess a copy of the said agreement. The petitioner contends that subsequently more channels were added to their bouquet. It also states that while there were no problems till May 2004, it is w.e.f. 1st June 2004 that when Respondent No.4 appointed the 2nd Respondent as a distributor for "One Alliance" bouquet that the problems and difficulties arose in its day-to-day working. It contends that Respondent No.2 started raising baseless demands on ICE TV which were unreasonable, arbitrary and unjustified and it made fanciful claims in respect of subscription amounts.

Respondent No.2 disconnected the signal w.e.f. 14th June 2005 without any notice. That compelled the petitioner to file this petition. The dispute basically pertains to the number of subscribers and the subscription amount to be paid by the petitioner to Respondent No.2 and the petitioner has prayed as under: -

- (a) Restrain the Respondents from indulging in illegal, arbitrary and unreasonable actions, by way of de-activation of the signals of the One Alliance Package to the Petitioner's network contrary to TRAI Regulations;
- (b) Direct the Respondents to restore/activate the signals in respect of the One Alliance Package of channels to the distribution network of the Petitioner;
- (c) Direct the Respondents to charge/collect fair, non-discriminatory, non-arbitrary subscription charges without unilaterally increasing the rate per subscriber/point;

- (d) Direct the Respondents to carry out down gradation of points in respect of the lost operators as per details furnished by the Petitioner;
- (e) Restrain the Respondents from claiming subscription charges from the Petitioner by upgrading the subscriber points contrary to the details furnished by the Petitioner;
- (f) Restrain the Respondents from in any manner interfering with the Petitioner's MSO business by adopting unjust and unreasonable methods, inter-alia, by demanding arbitrary and inflated subscription charges; and thereby compelling cable operators/groups to dissociate from the Petitioner's network;
- (g) Pass ad-interim, ex-parte orders in terms of the above prayers; and
- (h) Pass such further directions or orders as this Hon'ble Tribunal may deem fit and proper in the circumstances of the case.

3. Since there is no agreement between the parties for the period of the dispute, we have to rely on the documents produced and the arguments tendered by both the parties during the hearing of the case.

4. The petitioner contends that it had entered into a scheme called the Six Plus One Scheme with Respondent No.4, wherein the respondent had agreed that starting from December 2003 the payment of the monthly subscription would be made for six months between December 2003 and May 2004 and the ensuing month, i.e. June, 2004 was to be a free month. It further states that soon after that when Respondent No.2 was appointed as the distributor it sought subscription charges even for the month of June, 2004. The respondent, however, contended that allegations by Petitioner are misleading and baseless since the scheme of Six Plus One entered into by it with Respondent No.4 as stated by the petitioner was very much honoured by Respondent No.2 and was fully availed of by the petitioner. The Respondent No.2 contended that the petitioner has approached TDSAT with unclean hands with totally misleading statements and figures. It further stated that the agreement between the parties was for 7,000 points for the operating period of the Scheme. It stated that consequent to increase in the subscriber base of the petitioner both the parties had mutually agreed for increase of the same by 800 points w.e.f. March, 2004. It referred to validation form dated 1.3.2004 at Annexure R-5 of the Reply Affidavit which was signed by the Petitioner, wherein subscriber base of 7800 was mentioned. It further quoted from letter written on the letter head of One Alliance and signed on behalf of the fourth respondent, the same being at Annexure P-4 with the petition, wherein the respondents have stated that Six Plus One Scheme at monthly subscription of Rs.3,85,000/- (7000 subscribers at the rate of Rs.55/-) for the duration from 1st December 2003 to 31st May 2004 is confirmed by them as available to the petitioner. It is also mentioned in the same letter that subscriber base, w.e.f. March, 2004 was increased by 800 points making the subscription base as 7,800 subscribers per month. Respondent No.2 contended that accordingly, it forwarded a statement of accounts to the petitioner charging for 800 subscribers only for the month of June 2004 and not for 7,800 subscribers, i.e., only the increased number of 800 over and above the original 7,000 subscribers as agreed upon in 6 plus 1 scheme. For July 2004 petitioner has been charged for subscriber base of 7,800 and for the months of August and September 2004 for a subscriber base of 9,900 at the rate of Rs.61/- per subscriber. This statement of account was forwarded vide respondent no.2's letter of 6th September 2004 and is at Annexure P-5 of the petition. The petitioner challenged this during the arguments and said that the subscriber base was increased arbitrarily and the rate was also increased from Rs.55/- to Rs.61/- per subscriber arbitrarily. The petitioner also contended that on receipt of the statement, the petitioner had approached the Respondent No.2 through its letter dated 10th September 2004 informing it about some cable operators who had left their group and therefore asked for reduction of 125 points per operator. It further stated that Respondent No.2 did not agree

for the said reduction. The Respondent, however, stated that the petitioner was misquoting the figures. It stated that there is no arbitrariness in either subscriber figures or the rates. Respondent No.2 stated further that the Petitioner had accepted subscriber base of 7,800 w.e.f. 1st March 2004 as seen in Validation Form at Annexure R-5 and as 9,900 w.e.f. 5th August 2004 as seen in Validation Form at Annexure R-7. Both validation forms were signed by the Petitioner. The respondent stated that the petitioner knowing fully well of these increased numbers, had suppressed the facts from the Tribunal. It further said that there was no question of arbitrary increase when the petitioner had signed the documents and agreed for these figures which were factually correct. It further stated that despite all this, the Respondent accommodated the petitioner every time to help it. The Respondent contended that the Petitioner never disclosed additional subscribers consequent to additional cable operators joining it but always represented for down gradation. It further said that Petitioner vide letter dated 10th September 2004 had asked for down gradation of 125 subscribers per cable operators. This letter at Annexure P-6 of the petition is however unsigned. It said that knowing fully well that these were inflated figures for down gradation, it organised a meeting to resolve the issue. From the pleadings we are rather surprised to observe that while the petitioner contends that initially it had 100 operators with 3,500 subscriber base which amounts to 35 points per cable operator on an average and during this period of 2004 it had subscriber base of 7,000, i.e. 70 subscriber per cable operator on an average, while asking for reduction it is asking for downgradation at the rate of 125 points per operator. Be that as it may, we were shown the minutes of meeting held on 23rd November 2004 between the Respondent No.4, Respondent No.2 and the Petitioner. These minutes found at Annexure P-8 to the petition are duly signed by the three parties. The extracts of these minutes are as under:

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MINUTES OF THE MEETING HELD ON 23RD NOVEMBER 2004
AT THE OFFICE OF RESPONDENT NO.2
 -

"1. It has been agreed by ICE Cable Jjayanagar that the six plus one scheme was availed for the period starting from 1st Dec '03 to 30th June '04 for 7000 points.

2. Prior to that the outstanding amount payable from ICE Cable Jayanagar to Set Discovery was reconciled. ICE Cable Jayanagar shall pay Rs.251,000 to clear the outstanding.

3. The statement of accounts for the period June '04 to Nov '04 was reconciled between Aerolex and ICE Cable Jayanagar and was arrived at Rs. 168751/- (without Nov '04 billing and opening of May '04 opening balance).

4. Ice cable Jayanagar has agreed to clear this outstanding before 30th Nov '04.

5. Nov '04 billing of Rs.408700/- shall be cleared before 20th of Dec '04.

6. From Dec '04 onwards ICE Cable Jayanagar shall pay for 6000 points. The same shall continue on prorata basis"

*For Set Discovery
Sd/-*

*For Aerolex Cablenet
Sd/-*

*For ICE Cable Jayanagar
Sd/-*

Mr. Narasimhan

Mr. Prataap S Wadhwa

Mr.Kamal"

5. When the case came up before the Tribunal initially on 2nd August 2005, it was mentioned by the respondent about the dues of Rs.2,51,000.00 to Respondent No.4 as mentioned in para 2 of the minutes of the meeting extracted above. We at that time ordered the reconnection subject to payment of this amount. The petitioner paid Rs.2,50,000.00 and the signals were reactivated as interim measure till the finalization of the case.

6. The petitioner subsequently filed on 3rd August 2005 an affidavit dated 2nd August 2005 requesting for a commissioner to be appointed for finalization of the present subscriber base of the Petitioner and for reconciliation of accounts between the parties. The Respondents, however, stated that the petition itself was not maintainable because of huge outstanding amount due from the Petitioner who is a chronic defaulter. Respondent asked for vacation of the interim order for reactivation of signals. Respondent further contended that the petitioner was not a service provider and hence not entitled for any relief. Respondent also stated that Petitioner had total outstanding amount of Rs.7,37,317/- towards Respondent No.2 as on August 2005.

7. We did not consider it necessary to appoint a commissioner since the dispute could be settled without taking that recourse. On the maintainability of the petition also, we were not convinced with the argument put forth by the Respondent.

8. Since it was agreed by the parties in the meeting held on 23rd November 2004 that the subscriber base will be 7,000 from 1st December 2003 to 30th June, 2004, we find that charges levied by Respondent No.2 for the month of June for 800 subscribers @ Rs.61/- per subscriber are not justified though we have noticed that validation form was signed on 1st March 2004 for the subscriber base to be 7,800 but that should be applicable w.e.f. July 2004. The period upto June 2004 should be covered by the agreement for 6 plus 1 scheme. The commitment of 7,000 subscribers as the base from 1st December 2003 to 31st May 2004 with month of June being free month must be honoured by Respondent No.2. For other issues like outstanding amount and the number of subscribers etc. we consider it appropriate to take these minutes as virtual agreement between the parties and it will not be wrong for us to work out the outstanding and also the charges being levied based on the subscriber base as agreed upon in this meeting of which the minutes are on record. Even the petitioner in para 11 of the petition has stated that the matter was resolved by a joint meeting. If that be so, the outstanding amount, subscriber base and the rate can be worked on the basis of these figures which were mutually agreed to and recorded as minutes.

9. The petitioner contends that the real reason/motive behind the actions of Respondent No.2 was to drive the petitioner out of business, since its own associate, i.e., Respondent No.1 was functioning as MSO. It further contends that Respondent No.3, i.e., Mr.Pratap Wadhwa, who is purported to be Managing Partner of Aerolex is also substantially controlling/managing the first respondent as well. The petitioner showed us some fax and letters, which were forwarded to them from the same address as that of the other respondent. The respondent vehemently denied this and says that there was no such motive and neither were any efforts on the part of respondent to drive ICE TV out of business. The respondent on the other hand contends that it accepted the version of the petitioner each and every time it approached the respondent for consideration. It further states that it is for this reason that a joint meeting was held and despite the increase in subscriber base, the figures stated by the petitioner were accepted. Respondent No.2 further contends that despite the joint

meeting where all the issues were resolved, the Petitioner has not honoured its commitments resulting in piling up of outstanding dues against it. It denied the charge by the Petitioner that there was unilateral increase in subscriber base. It stated that on the contrary, knowing fully well of additional cable operators having joined the Petitioner resulting in increased subscriber base, the Respondent has shown extra consideration in accepting lower subscriber base only to continue business with the Petitioner. Similarly, on the unilateral increase in rates, it said that it was done for additional channels and the Petitioner was informed of the same. The learned Counsel for Respondent No.2 referred to a letter dated 28th July 2004 written to the Petitioner informing it about introduction of additional channels of MTV and Nickelodean w.e.f 1.5.2004 each costing Rs.3/- per channel. This letter is at Page 115 of the Reply Affidavit. The Respondent, therefore contended that it never wanted to drive the Petitioner out of business. It was only when it continued being defaulter that the signals were disconnected. Even after that even in July, efforts were made to insist on the petitioner to clear the outstanding dues which was not done. We also find not much merit in the stand taken by the petitioner that the respondent is wanting to drive ICE TV out of business. Since we find that since the joint meeting was held amicably and all the issues settled, there is nothing much on record also to prove this allegation. We also observe from the invoices/statements/accounts that the subscriber base was reduced from 9900 to 6700 & 6000 and finally to 4400. Therefore, this allegation of the Petitioner is without any merit and lacks substance.

10. The Petitioner further alleged that the Respondent had raised demand for the deactivated period also, whereas the Respondent states that a reduction of Rs.5,99,610 was granted to the petitioner for the 45 days of switch off period from June 16th to August 2, 2005. This adjustment was shown to the Tribunal at Annexure R-3, which is statement of account. This amount was adjusted against the total outstanding as on 31st July, 2005. The Respondent stated that the Petitioner is making wrong statements and the fact is that despite this it has not been clearing outstanding amount and was perpetual defaulter.

11. The petitioner raised another issue that one major group of cable operators associated with it called Hanumanth Nagar Cable Network (HCN) was uncooperative for the last six months and had left them with dues to the tune of more than Rs.3.75 lakhs in respect of subscription charges towards One Alliance Package upto March, 2005. It stated that it had written to this group about their quitting the petitioner thus resulting in huge losses incurred by the petitioner. It further stated that it had also lodged a complaint with the Commissioner of Police, Bangalore. It contends that despite this, Respondent No.1 provided connectivity to the same party even while they were in huge arrears and the Petitioner was asked to pay the huge dues purported to be subscription charges as on 25th March, 2005 and was threatened deactivation of signals. The petitioner stated that it referred the matter to Respondent No.2 and Respondent No.4 about this grievance and arrears of 6.81 lakhs left by HCN. The respondent refutes this allegation and says that it was internal business of the petitioner. It states that Respondent No.2 had nothing to do with any dues from various cable operators to various MSOs and it was an internal matter between the petitioner and HCN. It stated further that yet in order to ascertain the claim of the petitioner, Respondent No.2 had requested HCN group of operators to settle the dues. HCN group of operators have informed Respondent No.2 that they are in no default and have paid all the dues up-to-date. Notwithstanding this, it is stated by the Respondent that still downgradation of 1,600 points was done to help the Petitioner. The Respondent stated that the petitioner was raising issues which were far from truth and after getting the relief which is highly unethical.

12. Since HCN is not a party before us and no documents except letter written by the petitioner to HCN is on record and neither any accounts pertaining to payment by HCN group are on record, we are not in a position to arrive at any conclusion in this particular matter. Consideration shown by the Respondent in reducing the subscriber base by 1600 (consequent to HCN leaving ICE) is on record. The point therefore does in no way find favour for the petitioner.

13. The petitioner contends that One Alliance Package to it was deactivated on 2nd December and was reconnected in third week of December 2004 only after it had made payment of more than Rs.7.5 lakhs, which it was compelled to pay in order to get the signal reconnected. The respondent, however, claims that it was due to non-payment that signal had to be disconnected which the Petitioner knew very well. Despite the fact that full payment was not made the signals were reactivated based on part payment only which was to help the petitioner. The respondent states that even then despite the reconciled statement being given time and again to the petitioner, it was not able to honour the commitment. Besides that the cheques issued by the petitioner were dishonoured and since the outstanding was not cleared the signals were ultimately disconnected on 14th June 2005. The petitioner, however, contends that there was no notice of the same and it was willing to discuss and settle the outstanding issues. The petitioner contends that a meeting was held with Respondent No.2 on 10th July 2005 when they not only insisted on justifying their unreasonable stand but further arbitrarily increased the rate per subscriber as Rs.90.85 which was a virtual 33% increase from the existing rate of Rs.64.85 per point. The respondent stated that the whole issue of the rates per subscriber raised by the petitioner was totally baseless and meant to confuse the Tribunal. It stated that in December, 2003, the rate of One Alliance Bouquet was Rs.55/- per subscriber, which was being paid by the petitioner without any dispute. Subsequently since Respondent No.4 discontinued the distribution of HBO channel, the rate of bouquet was reduced to Rs.52.86 per subscriber per month. This amount was arrived at by reducing the rate of HBO and providing for 7% increase allowed by TRAI. It stated that w.e.f. 1st May, 2004, MTV and NICK channels joined the Bouquet of Respondent No.4 as stand-alone channels at the rate of Rs.3/- per subscriber and subsequently, w.e.f. July and August, 2004, two more new channels, i.e., Animax and Discovery Travel and Living, were added to the petitioner bouquet and the rate stood at Rs.64.85 which is fully justified. The respondents stated that the invoices were raised accordingly on these rates.

14. Respondent No.2 contended that on 1st April, 2005, Respondent No.4 launched bouquet-2 at the rate of Rs.38/- per subscriber which included the stand-alone channels of MTV, NICK, Animax and Discovery Travel & Living, which were earlier part of Bouquet-1 and as a result the total rates of both the packages of Respondent No.4 came to Rs.90.86 per subscriber per month, i.e., Rs.52.86 for Bouquet-1 and Rs.38/- for Bouquet-2. This rate of Rs.90.86 was effective from 1st April, 2005. The respondent, therefore, justified that there was no unilateral increase in the rates and everything was justified as per the channels being provided as part of Bouquet-I & Bouquet-II. Respondent produced validation Forms of other MSOs getting signals from it where same rates for the two packages were being charged. These validation forms are part of Reply Affidavit at Annexure R-13. It stated that the petitioner was in business for a long time and fully understood these bouquets/channels and was in the know of these rates. It further stated that petitioner was raising the issues unnecessarily to mislead this Tribunal. The petitioner, however, contended that for the month of April, May and June 2005 it never received Bouquet-2 and the demands raised by the respondent

were unjustified. Since the petitioner has been in the business for such a long time we are sure that it was not all that innocent not to know the rates per channel or per Bouquet since there are other MSOs and cable operators in the business and we cannot believe that they were not in touch with each other and are not in the know of charges being levied for the channels being transmitted in the form of bouquets. It is a different matter that whether Bouquet-2 was received by the petitioner or not, but fact of the case is that the rates were known to the petitioner. There is of course a dispute on the outstanding amount which needs to be worked out.

15. There is another issue which was raised by the petitioner that the respondent increased the number of subscribers based on additional cable operators, but, it never agreed to the request of the petitioner for downgradation of points in respect of the cable operators, who left the petitioner. Countering this point the respondent states that on the other hand the petitioner did not agree to the actual subscriber base and always insisted on lower subscriber base. The Respondent further contends that the Petitioner having got the interim order has connected another 31 cable operators and has failed to declare the same to the Respondent. It further said that in fact after signing the validation forms, the petitioner backed out of the commitments whereas the Respondent accommodated it with reduction in the subscriber base every time. It further submitted that it agreed to down gradation of points which is very clear from the statements of account which have been forwarded to the petitioner, where from 9,900 subscribers in August and September 2004 the subscribers were reduced to 6,700 from September to November 2004 and to 6,000 thereafter based on the request of the petitioner.

16. Having gone through the documents and also having heard the arguments, it clearly emerges that the dispute narrows down to only two issues, which need to be resolved:

- (a) the number of subscribers, month-wise;
- (b) the rate of the subscription and the overall amount payable by the petitioner to the respondent.

No. of Subscribers

17. The petitioner is contending that the respondent is demanding money from it based on the points which are not justified. In the absence of any agreement it is difficult to arrive at a genuine figure since the petitioner itself has not given any proof or document about the subscribers being served by it through its affiliate cable operators. The Respondent has on the other hand produced two validation forms one dated 1.3.2004 for 7,800 subscribers and the other dated 5.8.2004 for 9,900 subscribers. However, since these were, though signed by the Petitioner, also disputed and challenged by the petitioner, a meeting was held on 23rd November, 2004 between the petitioner and the respondents. It will be fair for us to take the figures arrived at by them in that meeting as the basis of working out the month-wise subscriber base. According to it, the petitioner is supposed to have a subscriber base of 7,000 from 1st December, 2003 onwards till 30th June, 2004. As per the validation form, at Annexure R-5, the number of subscribers as on 1st March, 2004 were accepted as 7,800 since the validation form has been signed by the affiliate. Since under the 6 plus 1 scheme entered into between the Petitioner and Respondent No.4, the month of June was free and to that extent charging of the petitioner for 800 points from the Petitioner is not justified.

18. The validation form for 7,800 subscribers signed on 1.3.2004 permits the Respondent to charge for 7,800 subscribers for July, 2004 and validation form signed for 9,900 subscribers on 5.8.2004 permits charges

for 9,900 subscribers w.e.f. August 2004. The invoices for August and September were therefore raised for 9,900 points. However, in view of the representation by the petitioner in September, meeting on 23rd November 2004 was organised. We find from the minutes of the said meeting that the outstandings against the petitioner were reconciled and settled till 30th November, 2004, which amount to Rs.1,68,751/- without taking into account the bill for the month of November, amounting to Rs.4,08,700/-, which were to be cleared by 20th December, 2004. The revised subscriber base was also decided which is quite evident from the Statement of Account at page 40 of the petition which is 9,900 for August 2004 and 6,700 for September to November 2004. Thereafter, it was agreed to be 6,000 subscribers from December 2004 onwards which was further reduced to 4,400 w.e.f. May 2005 once HCN group left the Petitioner. This subscriber base is as mutually agreed at between the parties during the meeting in November, 2004 and subsequently based on representation by the Petitioner. We have no hesitation to state that this subscriber base has been arrived on a pragmatic and rational basis and will be used to arrive at the final statement and settlement of account.

Subscription Rate

19. The petitioner was paying at the rate of Rs.55/- per subscriber for Bouquet-1 in 2003 and later Rs.61/- per bouquet. In November 2004 meeting, this issue was resolved and this rate was fixed till December 2004 at the rate of Rs.61/- per bouquet per subscriber for 6,000 subscribers. From January 2005 onwards the increased rate of Rs.64.85 is correct and justified as stated in paras 13 & 14 above. This rate is applicable till March, 2005. Since Bouquet-2 was introduced to the petitioner from April, 2005, the rate was enhanced to Rs.90.85 for the two bouquets. The Respondent contends and has stated so in the Reply Affidavit that Bouquet-1 & 2 were given to the petitioner on its own request, which now it is backing out. The petitioner, however, states that second bouquet was never received by it. Though the respondent states that the petitioner enjoyed the benefits of receiving bouquet-2, but in the absence of any agreement or any proof, it is not possible to come to conclusion that the petitioner enjoyed the benefits of bouquet-2. We, however, have no doubts on the working out of the rates of Rs.90.85 for bouquet-1 & 2. Since there is no agreement or validation form for receiving bouquet-2 and neither any offer letter from the Respondent, we do not feel that it is proper on the part of the Respondent No.2 to unilaterally force this bouquet on the petitioner. Since there is no proof of petitioner asking for bouquet-2, we feel that the respondent should restrict its charges for bouquet-1 from April, 2005 onwards at the rate of Rs.64.85 per subscriber.

20. The amount of Rs.2,51,000 due to Respondent No.4 already stands cleared vide payment of Rs.2,50,000/- made under orders of this Tribunal leaving a balance of Rs.1000/-. In view of the above, we direct both the parties to sit across the table and jointly work out the statement of accounts for subscribers as under:-

- | | | | | |
|-----|--|---|-----|-----------------------|
| (a) | Balance amount due from petitioner to respondent till November, 2004 | - | Rs. | 1,68,751/- |
| (b) | Balance due to SET Discovery Pvt. Ltd. | - | Rs. | 1,000/- |
| (c) | Opening balance to SET Discovery as in May, 2004 | - | (-) | Rs. 36,651/- (credit) |
| (d) | Credit for the month of June 2004 for 800 | | | |

subscribers @ Rs.61/- - (-) Rs. 48,800/- (credit)

- (f) November, 2004 - for 6,700 subscribers - @ Rs.61/- per subscriber
- (g) December, 2004 - for 6,000 subscribers - @ Rs.61/- per subscriber
- (h) January, 2005 to April, 2005 - for 6,000 subscribers - @ Rs.64.85 per subscriber
- (i) From May, 2005 onwards till 30 days from the date of this order-for 4,400 subscribers- @ Rs.64.85.per subscriber (except for the disconnected period)

21. Based on the above, dues from the petitioner will be worked out jointly after deducting the amount paid. Final amount due from the petitioner will be paid to the respondent within 30 days from the date of this order. Our interim order dated 02.08.2005 will remain operative upto a period 30 days from the date of this order.

22. As per the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation 2004, since the written agreement between the parties is now mandatory, we direct that the parties must enter into an agreement for supply of signals for the year 2006 within 30 days of this order.

Petition disposed of with the above directions.

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

.....
(Vinod Vaish)
Member

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