



Star were transferred to LENS by Tony Sikka. Tony Sikka is the kingpin and is responsible for all the disputes between the parties. The entire affairs of the firm M/s. Sikka Star and the present litigation are completely looked after by the said Tony Sikka as facts on record would show. The establishment of the firm LENS was by way of a scheme to which Tony Sikka was a party, he being a promoter and director of LENS. LENS was floated to capitalize on popularity which cable t.v. was gaining at the relevant time.

In my view the petitioner is not entitled to any relief in this petition and the petition is liable to be dismissed for the following reasons:

1. The petition is based on misrepresentation of facts and the effort is to mislead this Tribunal. In the first instance Mr. Tony Sikka has tried to project as if he is a stranger to the whole thing. However, he is the person who has been running the business in the name of his mother Mrs. Shakuntla Sikka. It is stated in the petition itself that Mrs. Shakuntla Sikka is an old lady who is handicapped and is said to be keeping ill health and she cannot manage the affairs of the business. Tony Sikka signed the last agreement duly executed between the parties on behalf of M/s. Sikka Star in February, 2002. Tony Sikka has been appearing throughout in this case before this Tribunal. When the matter was referred for mediation, it is clear from the report of the mediator that, he represented Sikka Star before the Mediator throughout. However, at the time of hearing it was stated that there is misunderstanding between Smt. Shakuntla Sikka and Tony Sikka.
2. It is falsely stated in the petition that Star India decoders which were with Sikka Star were passed on to LENS as per instructions of Star India. This is totally false, in fact, Tony Sikka/Sikka Star surreptitiously and without the consent of Star India transferred the decoders to LENS. The decoders of Star India are still with them.

3. The petitioner has failed to disclose that it owes large amounts of money to M/s. Star India and it was for this reason that supply of signals to Sikka Star was disconnected by Star India on 17<sup>th</sup> April, 2002. At that stage Sikka Star owed Rs.17.44 lakhs to respondent Star India on account of arrears of subscription fee. A letter has been placed on record by the respondent which has not been disputed or denied by the petitioner in which this liability of Sikka Star to M/s. Star India is admitted. The said letter is dated 21<sup>st</sup> February, 2002. The letter is admittedly signed by Tony Sikka though it is signed by him on behalf of LENS Pvt. Ltd. as its director. In this letter it is acknowledged that there is an outstanding liability of Rs.17.44 lakhs in the account of Sikka Star to be paid by LENS Pvt. Ltd. It is further stated in the letter that the said amount was being confirmed without any exception and the writer of the letter agrees to pay the same as per payment plan mentioned in the letter. The payment plan is as under:

1. D.D. for Rs.3.60 lacs dated 20.02.02 from State Bank of Hyderabad, Lucknow
2. Balance amount of Rs.1.44 lacs shall be paid on 25.02.02.
3. Rs.4.00 lacs on 25.03.02
4. Rs.4.00 lacs on 25.04.02
5. Rs.4.00 lacs on 25.05.02
6. Rs.4.00 lacs on 25.06.02

4. The demand draft annexed to the letter was encashed. However, out of the balance amount nothing was realised. The four cheques of Rs.four lakhs each were dishonored on presentation. The respondent has filed photocopies of two of such cheques and the cheque numbers and dates tally with those given in the letter of Tony Sikka referred to above. The cheques are shown to have been dishonored for which respondent has launched proceedings under Section 138 of the Negotiable Instruments Act at Lucknow. Signing of letter dated 21.2.2002 by Tony Sikka as Director of LENS and

issuance of the cheques by LENS falsifies the claim of Mr. Tony Sikka that he has nothing to do with LENS.

Thus it is clear that Sikka Star owes a huge amount to Star India, the respondent for which the supply of signals to Sikka was discontinued. In view of this admitted liability on the part of Sikka Star I had referred the matter with the consent of parties for mediation. However there also the petitioner wriggled out of the situation and rather accused me of referring the matter to mediation without petitioner's consent, by filing a petition before the Lucknow Bench of the Allahabad High Court. In fact, the averment of the petitioner in Para xxii of the petition is that it is ready and willing to settle the matter at all time to come, which led this Tribunal to refer the matter to mediation with the consent of the parties. Obviously when such large amounts are due from petitioner to respondent, the matter cannot be settled without payment of money and the petitioner appears to be unwilling to pay. The report of mediator may be seen in this behalf. Mr. Tony Sikka is totally unreliable person who has no respect for truth. Now it has been stated in the written submission filed by the petitioner that the old lady is put to harassment just because of misunderstanding between her son and the respondent i.e. Star India. This itself shows that her son is admittedly looking after her business and is cause of the entire trouble between the parties. The petitioner is a defaulter and it is not entitled to seek signals as per the Regulations. Reference is invited to Regulation 3.2 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulation 2004 and the same is quoted below:

**“3.2** Every broadcaster shall provide on request signals of its TV channels on non-discriminatory terms to all distributors of TV channels, which may include, but be not limited to a cable operator, direct to home operator, multi system operator, head ends in the sky operator; Multi system operators shall also on request re-transmit signals received from a broadcaster, on a non-discriminatory basis to cable operators.

Provided that this provision shall not apply in the case of a distributor of TV channels having defaulted in payment.

Provided further that any imposition of terms which are unreasonable shall be deemed to constitute a denial of request.”

5. Petitioner is not entitled to directly approach the broadcaster for supply of signals. M/s. Star India is a broadcaster. Petitioner has to approach the MSO of the area or distributor of the area in the first instance. For this reason also this petition is liable to be dismissed.
6. As already shown this petition pertains to dues up to the year 2002. The petition having been filed in December, 2006 is highly belated.
7. After the supply of signals was discontinued on 2002, Tony Sikka started indulging in piracy by illegally taking signals from one M/s. Mamta Cable. It appears that he was having dealings with the said Mamta Cable in order to ensure supply of signals to Sikka Star. When the respondent came to know of this, a FIR regarding piracy was lodged in Lucknow and the supply of signals to Mamta cable was disconnected. Mamta Cable Network was also a front put up by Tony Sikka as is evident from the fact that payments on behalf of Mamta Cable towards subscription fee were being made by Tony Sikka. The cheques issued by Tony sikka on behalf of Mamta Cable were also dishonoured and there was a total outstanding of Rs.3,99,345/- from Mamta Cable to Star India as on 12<sup>th</sup> December, 2005 On 13<sup>th</sup> January, 2006 supply of signals to Mamta Cable Network was disconnected. A criminal complaint for dishonor of cheques is said to have been filed against Tony Sikka and Mamta Cable Network by Star India under Section 138 of the Negotiable Instruments Act. It was only thereafter that petitioner wrote to Star India to activate decoders of Sikka Star. The petitioner approached this Tribunal by way of present petition thereafter. This shows that the petitioner has come to this Tribunal with unclean hands. Petitioner is practicing deception and deserves no indulgence.

For the above reasons I find that the petitioner has set up a false case and the petitioner is not entitled to any relief. Besides this factual reason for dismissing the petition, the petitioner is not entitled to any relief in view of the Regulations. As already noticed Regulations provide that signals could not be provided to a defaulter. I have found that petitioner is a defaulter in payment of charges for supply of signals.

The petition is accordingly dismissed.

.....J.  
[ Arun Kumar ]  
Chairperson

New Delhi  
Dated May 23, 2008