

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

**DATED 8<sup>th</sup> DECEMBER, 2010**

**Petition No. 224(C) of 2010**

-  
Neo Sports Broadcasting Pvt. Ltd.

... Petitioner

Vs.

World Goldy Dish Antenna

...Respondent

**BEFORE:**

**HON'BLE MR. JUSTICE S.B.SINHA, CHAIRPERSON**

**HON'BLE MR. G. D. GAIHA, MEMBER**

**HON'BLE MR. P.K. RASTOGI, MEMBER**

For : Mr. Shourjyo Mukherjee, Advocate  
Petitioner

**ORDER**

**G.D. Gaiha**

1. The present petition has been filed for recovery and outstanding amount of Rs.1,98,989/- alongwith interest of Rs.37,631/- up to 25<sup>th</sup> May, 2010 @24% totaling to Rs.2,36,620/- and from 25<sup>th</sup> May, 2010 until the date of filing the present petition. Pendentilite interest until the payment of the same is made in terms of the agreement dated 23.9.2007.
2. The notices have been sent by courier service and nobody appeared on 20.7.2010. A fresh notice has been served again as per the affidavit of service filed by the petitioner on 03.9.2010. We have observed in our order that the matter

would be heard ex-parte on 07.9.2010, however the notice of this order has again been sent to the respondent. The respondent has not appeared on 26.10.2010 and the matter, therefore, has been heard ex-parte.

3. The petitioner is a private limited company engaged in the business of producing, broadcasting and distributing satellite television channels and has exclusive rights to market and to distribute the same in the territory of India. The channels of petitioner are Neo-sports, Neo-cricket which are telecast and distributed all across the country.

4. The respondent is a Multi System Operator/Cable Operator operating in the area of Banswara, Rajasthan and is engaged in distributing the television channels through its cable network to its subscriber directly and / or through its agent/intermediaries and has wide reach and access through the territory of Banswara, Rajasthan. It is the proprietorship concern of Mr. Abhay Kothari who is liable to pay the subscription fees.

5. It was agreed that for the period from 1.10.2007 to 30.8.2008, the respondent would pay @ Rs.14,648/- per month, for the period 1.9.2008 to 31.12.2008, the respondent would pay @ Rs.15,234.89/- per month, for the period 1.1.2009 to 28.2.2009, the respondent would pay a sum of Rs.16,300.61/- per month and for the period 1.3.2009 to 31.1.2020 the respondent would pay a sum of Rs.16,001.80/- per month. It is stated by the petitioner that the rate per month per subscriber was revised by the petitioner as per the TRAI Regulations that were issued from time to time and an increase in the rate was allowed. It was also agreed that the rate revision/modification in price would be at the sole discretion of the petitioner and the respondent would be liable to pay the modified and increased rate. It was agreed that the interest on the outstanding amount would be 24% and shall be payable as per the clause VII of the subscription agreement. It was also agreed that the said amount would become due and payable by 5<sup>th</sup> of every month. A copy of the agreement dated 23.9.2007 has been placed alongwith the petition. It is noted that the aforesaid agreement is signed by and between the parties and is duly concluded agreement which has been agreed upon. There is a privity of contract between both the parties and with respect of subscription fees. Any increase in subscription fee is as per the notification by TRAI. The

petitioner has also submitted the statement of accounts which shows the outstanding periodically alongwith the interest of overdue payments in respect of the number of days the payment could not be done, vis-à-vis, the provision of payment on 5<sup>th</sup> of every month as per the agreement.

6. The monthly subscription amount as per agreement initially is Rs.14648.00 inclusive of applicable taxes, cess, levies, etc and presently rise in this amount is in consonance with TRAI notification from time to time.

7. The respondent has also made random payments on 31.5.2008 for Rs.36,873/-, Rs.14,648/-, Rs. 14,648/- on 30.6.2008 for Rs.14,648/-, on 31.8.2008 for Rs.14,648/-, on 31.8.2008 for Rs.14,648/-, on 31.8.2008 for Rs.14,648/-, for Rs.14,648/-, on 5.9.2008 for Rs.14,648/-, on 7.9.2008 for Rs.14,648/- on 6.10.2008 for Rs.14,648/-, on 27.10.2008 for Rs.43,944/-, on 3.12.2008 for Rs.43,944/-, on 6.12.2008 for Rs.14,648/- and on 28.8.2009 for Rs.5,000/- which have been accounted for.

8. The copies of the invoices raised from 1.10.2007 to 31.1.2010 has also been annexed with the petition. The respondent has committed defaults in making the monthly payment as per the terms of the Interconnect Agreement and has made only part payments as mentioned in Para 5 above. A legal notice has been sent on 10.3.2010 for clearing the outstanding; however, there has been no response to this legal notice which has been duly received through the speed post. The petitioner has also filed Evidence by way of Affidavit of Mr. Rajan Sharma, as the authorized representative of the petitioner at Dely. All the facts mentioned in the petition have been verified by Mr. Rajan Sharma, as true and correct to his personal knowledge in his affidavit.

9. We are satisfied that the respondent is a defaulter and has only made part payment. The signals have been supplied to the respondent as per the agreement dated 23.9.2007. We pass the decree in favour of the petitioner and ask respondent for a recovery of Rs.1,98,989/- alongwith interest of Rs.37,631/- up to 25.5.2010. We also direct the

respondent to return the ID Boxes to the petitioner. This is an ex-parte order. The pendential interest would be @6% only.

....., **J**

**(S.B.Sinha)**  
**Chairperson**

.....  
**(G. D. Gaiha)**  
**Member**

.....  
**(P.K. Rastogi)**  
**Member**

HKC/