

**TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL**

**NEW DELHI**

**DATED 8<sup>TH</sup> FEBRUARY, 2012**

**Petition No.381 (C) of 2011**

Sun 18 Media Services South Pvt. Ltd.	...	Petitioner
Vs.		
Indian Sat System	...	Respondent

**BEFORE:**

**HON'BLE MR. JUSTICE S.B. SINHA, CHAIRPERSON  
HON'BLE MR.P.K. RASTOGI, MEMBER**

For Petitioner : Mr. Angad Singh Duggal, Advocate

For Respondent : None

**J U D G E M E N T**

The Petitioner, which is a content aggregator, has filed this petition for recovery of a sum of Rs.23,20,893/- towards the outstanding subscription amount from the Respondent together with interest at the rate of 18 percent per annum.

2. Despite service of notice, nobody appeared on behalf of the Respondent. The amount involved in this petition consists not only of the subscription fees payable to the Petitioner but also Sun Distribution Services (SDS), the predecessor in interest of the Petitioner.

3. Sun Distribution Services (SDS) by a letter dated 01.9.2010 has authorized the Petitioner herein to collect payments from the cable operators under the invoices issued by it and to transfer such payments within fifteen days of said collection. Respondent, however, has by a letter dated 02.9.2011 inter-alia contended that its network has been taken over by a State owned Government Corporation by the name of "Arashu Cable T.V. Network".

4. Petitioner, in support of its petition, has affirmed an affidavit of Mr. Samuel Rajan. The said witness with its affidavit has annexed minutes of meeting between Sun Distribution Services and the Respondent (marked as Annexure P/8), which reads as under :-

*"The below said have been mutually agreed between both parties.*

- *Mr. Murali has agreed to pay Rs.9,64,000/- towards the overdue of Rs.29,54,150/- on or before 28<sup>th</sup> Aug. 2010 and the balance of Rs.20,00,150/- in 5 equal installments of Rs.4,00,030/-.*

- Further Mr. Murali has agreed to pay the monthly invoice on or before 28<sup>th</sup> of every month.
- The above said have been agreed between both the parties to the best of the knowledge and good faith.”

5. In support of its claim, apart from various other documents, the Petitioner has filed a statement of accounts from 01.4.2010 to 31.9.2011 wherein it has been inter-alia stated as under :-

<i>Date</i>	<i>Particulars</i>	<i>Dr.</i>	<i>Cr.</i>	<i>Balance</i>
8/19/2010	Debit Note: Debit Note : Cheque Return-Bank Charges (Ref. Cheque No.073820, Cheque Date : 31/07/2010, Deposit Date : 31/07/2010	500.00		2,764,649.5
8/19/2010	Debit Note: Cheque Returned, Cheque No. 073820, Cheque Date : 31/07/2010, Deposit Date : 31/07/2010	100,000.00		2,864,649.5
8/19/2010	Debit Note: Cheque Returned, Cheque No. 058292, Cheque Date : 31/07/2010, Deposit Date : 09/08/2010	100,000.00		2,964,649.5
8/19/2010	Debit Note: Cheque Return – Bank Charges (Ref. Cheque No. 058292, Cheque Date : 31/07/2010, Deposit Date : 09/08/2010	500.00		2,965,149.5

6. As on 30.9.2011, the claim of the Petitioner is as under :-

<i>Date</i>	<i>Particulars</i>	<i>Dr.</i>	<i>Cr.</i>	<i>Balance</i>
3/31/2011	SDS CL. Balance as on 30.09.2011	5,726,660.57	4,055,663.50	1,670,997.1

7. It is accepted that the Respondent for the period 30.9.2010 and 07.3.2011 made over-payments. A Debit Note for a sum of Rs.5,22,313.50 was issued on 31.3.2011.

We may notice the following entries :-

<i>Date</i>	<i>Particulars</i>	<i>Dr.</i>	<i>Cr.</i>	<i>Balance</i>
8/5/2011	Billing-Aug 11	367,066.06		781,396.36
8/16/2011	Debit Note: Cheque dishonored (Insufficient Fund) Chq. No.71607 Dated 30.07.2011	100,000.00		881,396.36
8/16/2011	Debit Note: Cheque bounce charges, Chq. No.71607 Dated 30.07.2011	500.00		881,896.36
8/30/2011	Payment Received		200,000.00	681,896.36
8/30/2011	Payment Received		32,000.00	649,896.36
9/8/2011	Payment Received		68,000.00	581,896.36
9/22/2011	Debit Note : Chq dishonored, Chq No. 158522 Dt.30.08.2011	68,000.00		649,896.36
9/22/2011	Debit Note: Cheque bounce charges, Chq No.158522 Dt.	500.00		650,396.36

	<i>30.08.2011</i>			
	<i>SUN18 Closing balance as on 30.09.2011</i>	<i>5,281,396.36</i>	<i>4,631,000.00</i>	<i>650,396.36</i>
	<i>Total Due (SDS+ SUN18)</i>	<i>11,008,056.93</i>	<i>8,685,663.50</i>	<i>2,321,393.43</i>

8. Petitioner, in the aforementioned amount, has included the payments due from Sun Distribution Services as on 30.9.2011.

9. It has also filed a ledger extract of accounts for the period 01.4.2009 and 30.9.2011. The said ledger accounts have been filed with an additional affidavit of Mr. Samuel Rajan.

The ledger accounts maintained by the Petitioner, according to Mr. Rajan, in ordinary course of its business. Petitioner, furthermore, has made a demand of a sum of Rs.35,33,424/- on 18.6.2010, to which the Respondent is said to have not responded. A notice under Clause 4.1 of the Regulations was issued on 29.6.2010. A Public Notice in terms of Clause 4.3 of the Regulations was also published on the same date.

10. As noticed heretobefore, a meeting had taken place on 19.8.2010. The Respondent had also made part payment in July 2010. A public notice was also issued on or about 05.02.2011.

11. Keeping in view the aforementioned documents including the statement of accounts filed by the Petitioner and the acknowledgement of the Respondent as on 19.8.2010, we are of the opinion that the Petitioner has made out a case for passing a decree in its favour for a sum Rs.23,20,893/-.

However, in our opinion, interest of justice will be sub-served if the rate of interest is fixed at nine percent per annum, past, pendente lite and future.

12. However, as the Respondent has not appeared, there shall be no order as to costs.

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

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

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