

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

**Dated 11<sup>th</sup> July, 2012**

**Petition No. 386(C) of 2012**

Kable First India Pvt. Ltd. ....Petitioner

Vs.

Taj Television India Pvt. Ltd. ....Respondent

**BEFORE:**

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

For Petitioner : Mr. Vineet Bhagat, Advocate  
Ms. Neha Jain, Advocate

For Respondent : Ms. Pratibha M. Singh, Advocate  
Mr. Tejveer Singh Bhatia, Advocate  
Mr. Upendar Thakur, Advocate

**ORDER**

This petition has been filed by the Petitioner being aggrieved by the action of the Respondent in issuing notice dated 4.6.2012 under Clause 4.1 of the Regulation for non-payment of the subscription fee.

2. The said notice indicates that an amount of Rs. 38,53,202/- was due from the Petitioner. A public notice was also issued under Clause 4.3 of the Regulation on 15.6.2012 which was published in the newspapers Business Standards and Sanyukta Karnataka.

3. According to the Petitioner, 9 cable operators had left his network and joined M/s Seans Media Pvt. Ltd. since February 2011 and the Petitioner requested the Respondent to downgrade the amount of subscription fee. The earlier agreement was valid only up to March, 2011 and, thus, there was no agreement from July, 2011 to January, 2012. It is only in the month of February, 2012 a new agreement was executed for the period from 1<sup>st</sup> February, 2012 to 31<sup>st</sup> March, 2012.

4. The Petitioner states that he has paid an amount of Rs. 4,11,357/- in June, 2012 and cleared the entire outstanding upto April, 2012. The amount due is only for the months of May and June 2012.

5. The Respondent on the other hand, states that inspite of one payment having been made in the month of June, 2012 the Petitioner is still having a huge outstanding amounting to Rs. 38,61,597.67. The Respondent has produced a statement of account which shows an amount of Rs. 38,61,597.67 outstanding from the Petitioner as at the end of June, 2012.

6. There is a dispute between the Petitioner and the Respondent. While the Petitioner says that he did not receive signals from July to January 2012, the Respondent says the signals have been continued to the Petitioner in this period also.

It is seen from the statement of accounts that on the date of execution of the agreement in February, 2012 there was an outstanding amount of Rs. 33,72,513.60 against the Petitioner on the premise that the Petitioner did not pay any amount from September, 2011 to February, 2012.

7. It appears that the Respondent has signed the agreement with the Petitioner although there was a huge outstanding of Rs. 33,72,513.60 and no commitment was made by the Petitioner to the Respondent to this effect.

8. The Petitioner wrote one letter on 9<sup>th</sup> August, 2011 mentioning that *“since we are not in a position to subscribe for your channels, we would request you to kindly depute your representative to collect the decoder boxes at the earliest possible.”* In fact the Respondent sent a letter to the Petitioner on 21<sup>st</sup> October, 2011 wherein it issued a notice under clause 4.1 of Inter Connection Regulation for deactivation of signals for non execution of fresh subscription agreement. The Petitioner on 9<sup>th</sup> November, 2011 again wrote a letter to the Respondent which can be read as:

*“Taj Television India Pvt. Ltd. (Ten Sports)  
FC-9, Sector 16 A  
Film City, Noida, U.P.- 01301*

*Ref: SMS ID : 88036833*

*Sub: Non-execution of fresh subscription agreement for  
the period from 1.4.2011 to 31.3.2012*

*Dear Sirs,*

*We are in receipt of your letter dated 21<sup>st</sup> October, 2011 and would like to inform you that you may please go ahead by deactivating the signals as per TRAI regulations as mentioned vide your letter under reference as we have no interest in continuing your services in the area of Bangalore. We would also like to draw your kind attention to our letter dated August, 9, 2011 (copy enclosed for your ready reference) requesting you to depute your representative to collect the decorder boxes since we are not in a position to subscribe for your channels, for which we have not yet received any reply from your side. We once again request you to kindly depute your representative to collect the decorder boxes at the earliest possible.*

*Meanwhile we would request you to kindly treat this Agreement No. 704770, unsigned by you, effective from October, 2011 as null and void.”*

9. The Respondent, on the other hand, has submitted a copy of the Log Report along with SMS activation/deactivation Report in respect of Respondent's channels viz. Ten Sports, Ten Action + and Ten Cricket availed by the Petitioner. According to the Respondent the signals were continuing to be supplied to the Petitioner's network, while the Petitioner denies the same.

10. There is need to examine the issue whether subscription amount for the period July, 2011 to January, 2012 is payable by the Petitioner to the Respondent after filing the detailed reply by the Respondent. However, it is admitted by the Petitioner that it has failed to pay the subscription amount for the month of May and June, 2012

11. Therefore, pending final decision in this case we are of the opinion that the interest of justice would be sub-served if the Petitioner is directed to pay subscription amount for the months of May, June and July, 2012 within a week. Subject to the compliance thereof, the supply of signals of the Respondent's channels shall not be discontinued by the Respondent.

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

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

K.D.