

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

Dated 18th June, 2012

Petition No.281(C) of 2011

Neo Sports Broadcast Pvt. Ltd., New Delhi ...Petitioner
Vs.
Siddharth Megha Channels Pvt. Ltd., A.P. ...Respondent

BEFORE:

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

For Petitioner : Mr. Vikram Mehta, Advocate

P.K.Rastogi, Member

ORDER

This petition has been filed by the Petitioner for recovery of an amount of Rs. 1,87,104/- being the outstanding subscription fees along with interest.

2. A notice was issued to the Respondent. However, as nobody appeared inspite of the service of the notice, this petition was set for ex-parte hearing.

3. The Petitioner is a broadcaster and the Respondent is a multi system operator. Both the parties entered into an agreement dated 1.10.2008. Accordingly, the Respondent was authorized to transmit signals of the Petitioner's channels namely Neo Cricket and Neo Sports in the parts of Ananthpur, Andhra Pradesh at a monthly subscription fees of Rs. 13,326/-. This agreement was valid for a period from 1.10.2008 to 30.9.2009. Again the parties entered into another Subscription Agreement on 23.1.2009 for the monthly subscription fees of Rs. 14,258.80. This agreement was valid for the period from 1.10.2009 to 30.9.2010.

4. The Petitioner has filed affidavit of its witnesses by way of evidence. Shri Ranjan Sharma who is the Executive (Legal) of the Petitioner Company has stated in his affidavit stated that under the said agreements executed on 1.10.2008 and on 23.1.2009, the signals of the Petitioner's channel were supplied to the Respondent. He has also enclosed a copy of the log report generated by the computer showing the supply of signals to the Respondent for the said period. Supply of signals to the Respondent's network were terminated on 23.8.2010 as it did not clear the outstanding amount of the Petitioner.

5. The witness has also enclosed a copy of the Statement of Account and ledger account. The Statement of Account shows that an amount of Rs.1,87,103.76 is still due from the Respondent.

6. One Shri Shriram Assistant Manager also submitted an affidavit wherein he stated that the invoices were duly served upon the Respondent in the first week of month of each invoice under his instructions and supervision.

7. Keeping in view the nature of evidence brought on record by the parties, we are satisfied that the Petitioner has made out a case for recovery of a sum of Rs. 1,87,104/- towards the arrears of subscription fees payable by the Respondent herein. However, in the facts and circumstances of this case, we are of the opinion that interest of justice shall be sub-served, if instead and in place of interest @ 24% p.a., as has been claimed by the Petitioner, interest @ 9% p.a. is allowed.

The Respondent furthermore shall also be liable to pay interest at the same rate pendente lite and future till realization.

8. This Petition is decreed in part and to the extent mentioned hereinbefore. However, as nobody appears on behalf of the Respondent, there shall be no order as to costs.

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(S.B. Sinha)
Chairperson

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(P. K. Rastogi)
Member

K.D.