

TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL

NEW DELHI

DATED 22ND MARCH, 2012

Petition No.301 (C) of 2011
(With M.A. No. 33 of 2012)

Neo Sports Broadcast Pvt. Ltd.

...

Petitioner

Vs.

United Satellite Arms Cable Net

...

Respondent

BEFORE:

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

For Petitioner : Mr. Vikram Mehta, Advocate

For Respondent : None

ORDER

Petitioner is a Broadcaster.

Respondent is a Local Cable Operator. It has been carrying out its business in the town of Ulhasnagar in the State of Maharashtra.

The parties hereto entered into an agreement for a period of one year on or about 12.10.2008, in terms whereof the Petitioner was to supply signals of its channels to the Respondent's network.

The monthly subscription in terms of the said agreement was fixed at Rs.1,75,000/-.

The parties, however, agreed to down-gradation of the said charges on or about 01.01.2009 for a sum of Rs.84,270/-.

2. Another agreement was entered into by and between the parties hereto on or about 06.01.2010, in terms whereof the monthly subscription fees was fixed at Rs.1,90,007/- exclusive of taxes. The said agreement was valid up to 11.10.2010.

Yet again, down-gradation of the said monthly subscription fees was agreed to for a sum of Rs.90,029.40 exclusive of taxes.

Petitioner contends that despite the said agreement and despite service of invoices, the Respondent has failed and/or neglected to pay the subscription charges amounting to Rs.5,57,373/-.

This petition has been filed for recovery of the said amount.

3. In support of its contention, the Petitioner has filed an affidavit of its Executive Affiliate Accounts, Shri Prashant Suvarna by way of evidence. The said witness, in his affidavit, stated that the Respondent had been supplied

with the signals of Neo Bouquet of channels. Petitioner has filed its statement of accounts, which is said to be maintained in ordinary course of business. In the said statement of accounts, the billing amount as also the collection amount had been noted, in terms whereof upto 10.03.2011, a sum of Rs.5,57,373/- is owing and due from the Respondent.

4. Petitioner served a legal notice on the Respondent on or about 11.03.2011, whereby it was called upon to pay unto it a sum of Rs.5,53,952.65.

5. Petitioner, in support of its case, has also examined Shri Mangesh G. Walanj, Director of M/s. S.S. Infotainment.

The said witness has contended that all the invoices raised by the Petitioner have been served upon the Respondent.

6. Respondent despite service of notice did not appear and as such this petition has been heard ex-parte.

7. In view of the aforementioned materials brought on record as also the affidavits of the said witnesses, we are satisfied that the Petitioner is entitled to recover a sum of Rs.5,57,373/- from the Respondent herein.

However, past pendente lite and future interest in stead and in place of 24 percent per annum as prayed for by the Petitioner, is allowed at 9 percent per annum.

8. As nobody has appeared on behalf of the Respondent, there shall be no order as to costs.



(S.B. Sinha)
Chairperson

(P.K. Rastogi)
Member

rkc