

**TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL**

**NEW DELHI**

**MAY 17, 2012**

**Petition No. 318(C) of 2012**  
**(With M.A. Nos. 201 & 202 of 2012)**

IMCL ... Petitioner

Vs.

Media Pro Enterprises India Pvt. Ltd. ... Respondent

**BEFORE:**

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

For Petitioner : Ms. Vandana Jai Singh, Advocate

For Respondent : Mr. Maninder Singh, Senior Advocate  
Mr. Tejveer Singh Bhatia, Advocate for  
Ms. Pratibha M. Singh, Advocate  
Mr. Siddharth Khatana, Advocate

**ORDER**

Petitioner is a Multi Service Operator. Respondent is a Content Aggregator interalia of Star Group of channels and Zee Group of channels.

2. In respect of Delhi Municipal area and various sectors of Noida, several agreements have been entered into for supply of signals of the Zee Group of channels and the Star Group of channels.

3. The monthly subscription fees payable by the Petitioner to the Respondent herein is about Rs.1.13 crores. All the agreements in respect of Zee Group of channels expired on 31.12.2011 except one, which was expired on 31.01.2011. So far as the agreement in respect of Star Group of channels is concerned, the same expired on 31.12.2011.

4. This petition has been filed questioning the legality of a Public Notice dated 27.4.2012, whereby the agreement was terminated on the following grounds :-

- (i) Petitioner has not paid the due amount of subscription;
- (ii) Non-execution of the agreement;
- (iii) Petitioner has committed piracy by supplying signals to some operators beyond their area of operation.

5. It is not in dispute that the Petitioner is a defaulter.

6. Ms. Vandana Jai Singh, learned counsel appearing on behalf of the Petitioner submitted that the Petitioner shall pay a sum of Rs.2.71 crores to the Respondent in course of the day. She also assured that the cheque issued by the Petitioner for a sum of Rs.45 lakhs, which has since bounced, shall be cleared, if presented before the Bank again.

It is contended that in so far as the subscription amount is concerned, there exists a dispute for certain amount and, thus, reconciliation of accounts would be necessary.

7. The dispute Mr. Maninder Singh submits, if any, is for a sum of Rs.27 lakhs only.

Mr. Maninder Singh submits that in fact a sum of Rs.4.50 crores up to May 2012 is payable by the Petitioner.

8. The question as to whether the Petitioner has committed any act of piracy or not, is a triable issue.

Petitioner, however, so far as non-renewal of the agreements is concerned, has placed reliance on a large number of letters to contend that it has taken all steps therefor, which were possible for it to be taken.

9. Mr. Maninder Singh, on the other hand, submits that the conditions precedent for applying Clause 8.1 of the Regulations, have not been complied with.

10. Indisputably, the Petitioner is a defaulter, but the default appears to be non-payment of about three months' subscription fees upto May 2012.

11. As an offer to pay a substantial amount has been made, keeping in view the interest of viewing public, the Respondent is directed to continue supply of signals subject to the following conditions :-

- (i) Petitioner shall pay a sum of Rs.2.71 crores to the authorized representative of the Respondent in course of the day;
- (ii) Petitioner must ensure payment of Rs.45 lakhs by making the requisite fund available in its account by 21.5.2012;
- (iii) It must pay a further a sum of Rs.1.13 crores by 01.6.2012 i.e. subscription fees upto May 2012;
- (iv) It must continue to pay the monthly subscription fees for the month for which it becomes payable, within first week of the month following;

- (v) Petitioner must send its true and complete SLR within one week from date;
- (vi) Respondent would be entitled to verify the same within three weeks thereafter;
- (vii) Parties should meet at a mutually convenient date and place within one week thereafter for the purpose of holding negotiations for renewal of the agreement;
- (viii) The question whether the Petitioner has transgressed its area of operation shall be determined at a later stage. There cannot be any doubt or dispute that in the event it is found that the Petitioner is liable to pay any other or further amount, the same shall be paid by the Petitioner.

12. It is made clear that this order is ad-interim in nature and without prejudice to the rights and contentions of the parties.

13. Let the Respondent file a Reply to the main petition as also to the Miscellaneous Application filed by the Petitioner. Rejoinder (fresh) thereto, if any, may be filed within two weeks thereafter.

14. This matter be placed under the heading 'for order' for hearing on the interim prayer made by the Petitioner as also for framing issues on 02.7.2012.

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

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

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