

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

Dated 23rd May, 2012

Petition No.317 (C) of 2012

Saraswati Communication Network	...Petitioner
Vs	
Media Pro Enterprise India Pvt. Ltd.	...Respondent

BEFORE:

HON'BLE MR. P.K.RASTOGI, MEMBER

For Petitioner	:	Mr. Vineet Bhagat, Advocate Ms. Neha Jain, Advocate
For Respondent	:	Mr. Tejveer Singh Bhatia, Advocate for Mrs. Prathiba M. Singh, Advocate

ORDER

This petition has been filed by the petitioner, interalia, for directing the respondent to reactivate the signals to the cable TV network of the petitioner. The signals to its network were deactivated on 25.04.2012. The petitioner has further prayed for an interim order pending final decision on the petition.

2. The petitioner is an MSO and the respondent is a broadcaster. The petitioner submitted that it had received notice under clause 4.1 of the Regulation on 20.04.2012. In this letter, the respondent had written to the

petitioner that the subscription agreement between the petitioner and the Zee Turner Ltd. had expired on 31.03.2012 but the petitioner had not given the details of Local Cable Operators and subscribers as required under the Regulations. It was requested to renew the subscription agreement without any further delay in order to receive uninterrupted signals of the Media Pro Channels to its network. It was further informed to the petitioner that :

“you are requested to treat this letter as three(3) weeks notice in terms of clause 4.1 of the Regulations. We are also taking necessary steps to inform the consumers by way of Public Notices as per the Regulations.”

3. Similarly, the respondent also gave a notice on 20.04.2012 for Star channels wherein it was mentioned that subscription agreement between Star Den and the petitioner had expired on 31.12.2011 but the petitioner did not show any inclination to renew the agreement and did not give the details of Local Cable Operators and subscribers as required under the Regulations. The petitioner was further requested to renew the subscription agreement without any further delay in order to receive uninterrupted signals of the Media Pro Channels to its network. It was further informed to the petitioner that :

“you are requested to treat this letter as three(3) weeks notice in terms of clause 4.1 of the Regulations. We are also taking necessary steps to inform the consumers by way of Public Notices as per the Regulations.”

4. However, the respondent deactivated the signals of the petitioner on 25.04.2012 without waiting for the mandatory 3 weeks period as mentioned

in the notice letter dated 20.04.2012 for Star group as well Zee group channels.

5. The respondent has filed a short reply and submitted that prior to notice under Regulation 4.1 dated 20.04.2012, the respondent had issued notice under clause 4.1 on 28.03.2012 and public notice on 31.03.2012. These notices were issued on two grounds (a) unauthorized distribution of TV channels by the petitioner (b) non-execution of subscription agreement.

The respondent further submitted that it came to the knowledge of the respondent that the petitioner was supplying signals of TV channels to its network through its DTH network. However, the respondent is under the process of collecting evidences pertaining thereto and will be provided to this Tribunal after collecting it.

Also, the petitioner is having an outstanding of Rs. 60,963.37 and agreement between the petitioner and Zee and Star have already expired. Therefore, no order should be passed for reactivation of the signals after the expiry of the agreement.

6. It is seen that the notices under clause 4.1 and 4.3 were issued to the petitioner on 28.03.2012 and on 31.03.2012 respectively, wherein it was

mentioned that the petitioner was transmitting its signals in an unauthorized manner outside its area of operation and the subscription agreement was not signed.

7. I am surprised to see that notices under regulation 4.1 and 4.3 issued on 28.03.2012 and 31.03.2012 for piracy as well as for expiry of the agreement for Star and Zee group of channels although the agreement with the Zee Turner expired only on 31.03.2012. Again, the respondent issued notice under regulation 4.1 on 20.04.2012 for Zee group channels as well Star group channels. If the respondent has chosen to issue another 4.1 notice and gave 3 weeks time for the petitioner to provide details of subscribers in terms of the regulation and to renew the subscriber agreement without any further delay in order to receive uninterrupted signals of the Media Pro Channels to its network, how it could deactivate its channels on 25.04.2012. Besides this, the respondent mentioned that it was taking necessary steps to inform its consumers by way of issuing public notice as per the regulation. This, so called public notice has not yet been issued.

8. Therefore, prima facie, I am of the view that respondent is not entitled to deactivate the signals of the petitioner without waiting for the expiry of the 3 weeks period after the notice dated 20.04.2012 and without issuing public notice as mentioned in its notice.

9. The counsel for the respondent mentioned that an amount of Rs. 60,963.37 is due and payable to it by the petitioner. However, the petitioner has submitted that a draft of Rs. 90,000/- has already been paid by it to the respondent on 13.04.2012. Notwithstanding to the above, the counsel for the petitioner offered that the outstanding amount of Rs. 60,963.37 shall be paid subject to the final reconciliation of the accounts.

10. Therefore, pending final decision in this petition, it is directed that signals of the petitioner be restored within 24 hours. The petitioner is also directed to pay an amount of Rs. 60,963.37 within one week, pending reconciliation of accounts.

11. This order is subject to any other and further order passed by this Tribunal.

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(P.K.Rastogi)
Member

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