

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

Dated 15th April, 2014

Petition No. 856(C) of 2012

M/s KAL Cables Pvt. Ltd., Chennai ...Petitioner
Vs.
M/s Prasanna Cable Network, Tamilnadu ...Respondent

Petition No. 857(C) of 2012

M/s KAL Cables Pvt. Ltd., Chennai ...Petitioner
Vs.
M/s Thayar Cable Network (Tamil Nadu) ...Respondent

Petition No. 858(C) of 2012

M/s KAL Cables Pvt. Ltd., Chennai ...Petitioner
Vs.
M/s Cable Network, Tamil Nadu ...Respondent

Petition No. 860(C) of 2012

M/s KAL Cables Pvt. Ltd., Chennai ...Petitioner
Vs.
M/s Saravana Cable Vision, Tamil Nadu ...Respondent

Petition No. 862(C) of 2012

M/s KAL Cables Pvt. Ltd., Chennai ...Petitioner
Vs.
M/s National Vision & Ors., Tamil Nadu ...Respondents

Petition No. 863(C) of 2012

M/s KAL Cables Pvt. Ltd., Chennai ...Petitioner
Vs.
M/s Sai Baba Cable Vision, Tamil Nadu ...Respondent

Petition No. 864(C) of 2012

M/s KAL Cables Pvt. Ltd., Chennai	...Petitioner
Vs.	
M/s Chellamuthu Cable, Tamil Nadu	...Respondent

Petition No. 865(C) of 2012

M/s KAL Cables Pvt. Ltd., Chennai	...Petitioner
Vs.	
M/s Shankara Catv Systems, Tamil Nadu	...Respondent

Petition No. 866(C) of 2012

M/s KAL Cables Pvt. Ltd., Chennai	...Petitioner
Vs.	
M/s Kannan Cable, Tamil Nadu	...Respondent

Petition No. 867(C) of 2012

M/s KAL Cables Pvt. Ltd., Chennai	...Petitioner
Vs.	
M/s Valar Gokulam Satellite Promoters, Tamil Nadu	...Respondent

Petition No. 868(C) of 2012

M/s KAL Cables Pvt. Ltd., Chennai	...Petitioner
Vs.	
M/s Cheeran Cable Vision, Tamil Nadu	...Respondent

Petition No. 872(C) of 2012

M/s KAL Cables Pvt. Ltd., Chennai	...Petitioner
Vs.	
M/s MRS Cable Vision, Tamil Nadu	...Respondent

Petition No. 873(C) of 2012

M/s KAL Cables Pvt. Ltd., Chennai ...Petitioner
 Vs.
 M/s Sundarapuram Satellite
 System, Tamil Nadu ...Respondent

Petition No.920(C) of 2012

M/s Kal Cables Pvt. Ltd. ...Petitioner
 Vs.
 M/s Jai Vinayagar Cable ...Respondent

Petition No.921(C) of 2012

M/s Kal Cables Pvt. Ltd. ...Petitioner
 Vs.
 M/s SVC Cable Systems-II ...Respondent

Petition No.922(C) of 2012

M/s Kal Cables Pvt. Ltd. ...Petitioner
 Vs.
 M/s Venkatesha Vision ...Respondent

Petition No.923(C) of 2012

M/s Kal Cables Pvt. Ltd. ...Petitioner
 Vs.
 M/s Raj Vinayaga Vision ...Respondent

Petition No.924(C) of 2012

M/s Kal Cables Pvt. Ltd. ...Petitioner
 Vs.
 M/s Channel- 7 ...Respondent

Petition No.925(C) of 2012

M/s Kal Cables Pvt. Ltd. ...Petitioner
 Vs.
 M/s Om Sriram Cable Vision ...Respondent

Petition No.926(C) of 2012

M/s Kal Cables Pvt. Ltd. ...Petitioner
 Vs.
 M/s Venkateswara Cable ...Respondent

Petition No.927(C) of 2012

M/s Kal Cables Pvt. Ltd. ...Petitioner
 Vs.
 M/s Mahalakshmi Cable ...Respondent

Petition No.957(C) of 2012

M/s Kal Cables Pvt. Ltd. ...Petitioner
 Vs.
 M/s SVC Cable Systems ...Respondent

Petition No. 125(C) of 2013

M/s KAL Cables Pvt. Ltd., Chennai ...Petitioner
 Vs.
 M/s Phoenix Network ...Respondent

Petition No. 127(C) of 2013

M/s KAL Cables Pvt. Ltd., Chennai ...Petitioner
 Vs.
 M/s Amman Cable ...Respondent

Petition No. 128(C) of 2013

M/s KAL Cables Pvt. Ltd., Chennai ...Petitioner
 Vs.
 M/s Sri Hari Cable Vision & 2 Others ...Respondents

Petition No. 129(C) of 2013

M/s KAL Cables Pvt. Ltd., Chennai ...Petitioner
 Vs.
 M/s Anu Cables ...Respondent

Petition No. 130 (C) of 2013

M/s Kal Cables Private Limited	...Petitioner
Vs.	
M/s Sri Rock City Cable	...Respondent

Petition No. 131(C) of 2013

M/s KAL Cables Pvt. Ltd., Chennai	...Petitioner
Vs.	
M/s Baaji Cables	...Respondent

BEFORE:

HON'BLE MR. JUSTICE AFTAB ALAM, CHAIRPERSON
HON'BLE MR. KULDIP SINGH, MEMBER

For Petitioner : Mr. Ajay Kumar, Advocate

For Respondent : None

ORDER

M/s Kal Cable Pvt. Ltd., the petitioner, is a multi-system operator, operating in Coimbatore district of Tamil Nadu. It has filed this batch of 28 petitions, each against a cable operator from whom the petitioner seeks recovery of different sums of money as dues of monthly subscription fees. None of the 28 cable operators, respondents in this batch of petitions, appeared despite service of notice. Hence, all the petitions in the batch were proceeded with *ex parte*.

As all the 28 cases are based on similar facts, with the exception of the amounts of money claimed and, in a few cases the date of disconnection of signals,

all the 28 petitions were heard together and are being disposed of by this common order.

For the sake of convenience, the relevant facts pertaining to the 28 petitions are arranged in a tabular form which is reproduced below:

S N	Pet. No.	Name of Respondent	Nature of dues	Claimed amount (Rs.)	Date of Agreement	Subs. agreement expired on	Date of Demand Notice	Date of Legal Notice	Due as on	rate of interest on amount claimed	supply of signals disconnected on	Statement of Account -PG no.	Witness deposition- Pg no.	Amt mentioned in Statement of Account
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	856 C of 2012	Prasanna Cable TV	Subs. fee	168438/-	20/10/10	30/09/11	8/11/11	16/04/12	30/09/11	18%	30/09/11	46-48	J. Rajesh (pg. no. 3, Para 8)	168438/-
2	857 C of 2012	Thayar Cable Network	Subs. fee	422160/-	3/6/10	30/09/11	8/11/11	25/04/12	30/09/11	18%	30/09/11	59-74	J. Rajesh (pg. no. 3, Para 8)	422160/-
3	858 C of 2012	Cable Network	Subs. fee	129232/-	21/10/10	30/09/11	8/11/11	10/4/12	30/09/11	18%	30/09/11	45-47	J. Rajesh (pg. no. 4, Para 8)	129232/-
4	860 C of 2012	Saravana Cable Vision	Subs. fee	218415/-	21/10/10	30/09/11	8/11/11	25/04/12	30/09/11	18%	31/10/11	35	J. Rajesh (pg. no. 3, Para 8)	218415/-
5	862 C of 2012	National vision and Ors	Subs. fee	4281320/-	20/10/10	30/09/11	3/11/11	10/4/12	30/09/11	18%	30/09/11	61-67	J. Rajesh (pg 4 Para 8)	4281320/-
6	863 C of 2012	Sai Baba Cable Vision	Subs. fee	218415/-	21/10/10	30/09/11	8/11/11	20/04/12	3/10/11	18%	31/10/11	32	J. Rajesh (pg 3 Para 8)	218415/-
7	864 C of 2012	Chellamuthu Cable	Subs. fee	270937/-	19/10/10	30/09/11	8/11/11	16/04/12	31/08/11	18%	30/09/11	57-64	J. Rajesh (pg 3 Para 8)	270937/-
8	865 C of 2012	Shankara Catv Systems	Subs. fee	911158/-	3/6/11	30/09/11	8/11/11	20/04/12	30/09/11	18%	30/09/11	57-68	J. Rajesh (pg 4 Para 8)	911158/-
9	866 C of 2012	N Kannan Cable	Subs. fee	382927/-	2/6/11	30/09/11	8/11/11	16/04/12	30/09/11	18%	30/09/11	62-67	J. Rajesh (pg 3 Para 8)	388927/-
10	867 C of 2012	Valar Gokulam Satellite Promotors	Subs. fee	4662615/-	18/10/10	30/09/11	3/11/11	10/4/12	30/09/11	18%	30/09/11	60-65	J. Rajesh (pg 4, Para 8)	4662615/-
11	868 C of 2012	Cheraan Cable Vision	Subs. fee	881765/-	23/10/10	30/09/11	3/11/11	6/6/12	30/09/11	18%	30/09/11	59-63	J. Rajesh (pg 4, Para 8)	881765/-

12	872 C of 2012	MRS Cable Vision	Subs. fee	124894/-	8/11/10	30/09/11	8/11/11	16/04/12	30/09/11	18%	30/09/11	50-53	J. Rajesh (pg 3, Para 8)	124894/-
13	873 C of 2012	Sundaram Satellite System	Subs. fee	239814/-	15/10/10	30/09/11	3/11/11	6/6/12	30/09/11	18%	30/09/11	59-64	J. Rajesh (pg 3, Para 8)	239814/-
14	920 C of 2012	Jai Vinayagar Cable	Subs. fee	244005/-	26/10/10	30/09/11	8/11/11	20/04/12	30/09/11	18%	30/09/11	57-70	J. Rajesh (pg 4, Para 8)	244005/-
15	921 C of 2012	SVC Cable-II	Subs. fee	207364/-	20/12/10	30/09/11	8/11/11	16/04/12	30/09/11	18%	30/09/11	29	J. Rajesh (pg 4, Para 8)	207364/-
16	922 C of 2012	Venkatesh ah Vision	Subs. fee	532882/-	25/10/10	30/09/11	3/11/11	6/6/12	30/09/11	18%	30/09/11	61-66	J. Rajesh (pg 4, Para 8)	532882/-
17	923 C of 2012	Raj Vinayaga Vision	Subs. fee	160604/-	4/6/11	30/09/11	8/11/11	16/04/12	30/09/11	18%	30/09/11	59-65	J. Rajesh (pg 4, Para 8)	160604/-
18	924 C of 2012	Channel-7	Subs. fee	542858/-	26/11/10	30/09/11	8/11/11	20/04/12	30/09/11	18%	30/09/11	56-72	J. Rajesh (pg 3, Para 8)	542858/-
19	925 C of 2012	Om shri Ram Cable Vision	Subs. fee	218415/-	21/10/10	30/09/11	8/11/11	20/04/12	30/09/11	18%	30/09/11	32	J. Rajesh (pg 3, Para 8)	218415/-
20	926 C of 2012	Venkatesh awara Cable	Subs. fee	218415/-	21/10/10	30/09/11	8/11/11	20/04/12	30/09/11	18%	30/09/11	33	J. Rajesh (pg 4, Para 8)	218415/-
21	927 C of 2012	Mahalax mi Cable	Subs. fee	218415/-	21/10/10	30/09/11	8/11/11	20/04/12	30/09/11	18%	30/09/11	33	J. Rajesh (pg 3, Para 8)	218415/-
22	957 C of 2012	SVC Cable Systems -I	Subs. fee	143434/-	20/12/10	30/09/11	8/11/11	12/6/12	3/10/11	18%	31/10/11	29	J. Rajesh (pg 4, Para 8)	143434/-
23	125 C of 2013	Phoenix Network	Subs. fee	416394/-	29/11/10	30/09/11	4/11/11	6/4/12	2/9/11	18%	30/09/11	28	J. Rajesh (pg 3, Para 8)	416394/-
24	127 C of 2013	Amman Cable	Subs. fee	262886/-	27/10/10	30/09/11	3/11/11	1/6/12	30/08/11	18%	30/09/11	59-64	J. Rajesh (pg 4, Para 8)	262886/-
25	128 C of 2013	Shri Hari Cable Vision and 2 ors.	Subs. fee	387492/-	12/10/10	30/09/11	3/11/11	6/6/12	30/09/11	18%	30/09/11	54-59	J. Rajesh (pg.3, Para 8)	413646/-
26	129 C of 2013	Anu Cables	Subs. fee	591845/-	12/10/10	30/09/11	3/11/11	9/5/12	30/08/11	18%	30/09/11	55-60	J. Rajesh (pg.4, Para 8)	591845/-
27	130 C of 2013	Shri Rock City Cable	Subs. fee	269719/-	17/11/10	30/09/11	8/11/11	25/04/12	30/09/11	18%	30/09/11	57-66	J. Rajesh (pg. no. 4, Para 8)	269719/-
28	131 C of 2013	Balaji Cable	Subs. fee	301488/-	21/10/10	30/09/11	8/11/11	16/04/12	30/09/11	18%	30/09/11	56-60	J. Rajesh (pg. no. 3, Para 8)	301488/-

Column no.2 of the table gives the number of petition and column no.3, the name of the respondent, the local cable operator; column no.5 states the amount due against each of the 28 respondents; column no.6 gives the dates of agreements with the local cable operators. From column no.7, it would appear that though the agreements were executed on different dates, all the agreements in the 28 cases came to end on 30 September 2011. Column no.10 shows that with the exception of 3 cases, the supply of signals to the cable operators in the remaining 25 cases was discontinued on the date of expiry of the agreements; in petitions nos.860(C)/2012 (at sr.no. 4 of the table), 863(C)/2012 (at sr.no.6 of the table) and 957(C)/2012 (at sr.no.23 of the table), the supply of signals was discontinued on 31 October 2011 i.e., after one month of the expiry of the agreements. Column no.8 gives the dates on which demand notices were sent to the respondents and column no.9, the dates on which legal notices were sent to them.

The petitioner has claimed the amount due along with interest @ 18% from the date the amount became due till the date of the filing of the petition.

In each petition copies of the subscription agreements, copies of monthly invoices along with proof of service, copies of the respective statements of account and copies of the demand letter and the legal notice are enclosed as annexures.

In support of its claims, the petitioner examined one J. Rajesh as a common witness in all the cases. J Rajesh is the authorized signatory of the petitioner

company and works in the company as the General Manager (Operations). He duly proved the documents produced by the petitioner in support of its claims against the different respondents.

Some extracts from the witness' deposition in one of the cases (Petition no.856(C)/2012) are as under:

“4. That the petitioners company a Multi System Operator in Trichy District of Tamil Nadu. The present petition has been filed by the petitioner Company through me, against the respondent (who is a cable operator) for the recovery of outstanding subscription charges amounting to Rs.1,68,438/- (Rupees One Lakh Sixty Eight Thousand Four Hundred and Thirty Eight only), which became due against the respondent on account of consuming signals from the petitioner's head-end, in the areas mentioned in the schedule attached to the franchisee agreement dated 20/10/2010 (Copy of this franchisee agreement dated 20/10/2010 is already on record and placed before this Tribunal as Annexure P-1 along with the petition. The same may be exhibit as Ex. PW1/2.

5. xxxxxxxx

6. That the respondent on 20/10/2010, entered into a franchisee Agreement/Subscription Agreement with the petitioner for distribution of petitioner's signals in the areas mentioned herein above, on the monthly lump sum payment of Rs.50,800/-. This relationship between the parties continued till September 2011. The petitioner continuously provided signals from its network to the respondent till September 2011. So, as per this agreement between the parties the respondent was mandated to pay to the petitioner, monthly subscription charges of Rs.50,800/- excluding taxes in advance, on or before 10th day of every calendar month, as per clause 1(b) of the subscription agreement dated 20/10/2010.

7. That on the basis of aforesaid agreement, the respondent continuously enjoyed the signals of TV Channels from the petitioner network up to September 2011 and during this period, the petitioner was continuously raising and serving invoices upon the respondent on regular basis. But the respondent was irregular in making payment of monthly subscription charges [A copy of monthly invoices along with proof of service are enclosed with the petition as Annexure P-3 collectively. The same may be exhibit Ex.PW1/3(1) to PW1/3(28) respectively].

8. That the erratic and defaulted payment by the respondent has accumulated to an outstanding of Rs.1,68,438/- (Rs. One Lakh Sixty Eight Thousand Four Hundred and Thirty Eight only). (A copy of statement of account is enclosed with the petition as Annexure P-4, the same may be exhibit as Ex.PW 1/4).

9. That the petitioner vide its reminder dated 08/11/2011 demanded from the respondent, this outstanding due subscription amount of Rs.1,68,438/-, which, otherwise became and payable as on 30/09/2011. This reminder letter Dt. 08/11/2011 was dispatched by the petitioner on 11/11/2011. But, the respondent not even bothered to reply to this letter Dt. 08/11/2011, of the petitioner. (A copy of letter dated 08/11/2011 is enclosed with the petition as Annexure P-5, the same may be exhibit Ex. PW1/5).”

The above extract from the witness's deposition, as quoted above, is by way of sample and it may be stated here that the witness made identical statements in all cases, of course, with variations in regard to the amounts due and other relevant specifics.

The deposition of the witness remains unchallenged and there is no reason not to accept its veracity.

In light of the discussions made above, we accept the petitioner's claims and *ex parte* allow all the 28 petitions. The office is directed to draw up decrees against each of the respondents separately for the sums mentioned in column no.5 against them. The decretal amount will also carry interest @ 9% per annum from the date of filing of the petition till the date of actual payment. Since cases are proceeded *ex parte*, there will be no order as to costs.

.....
(Aftab Alam)
Chairperson

.....
(Kuldip Singh)
Member

/sks/