

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

Dated 12th August, 2014

Petition No. 186 (C) of 2013

Kal Cables Pvt. Ltd. ... Petitioner

Vs.

Mr. K. Murugesh, Proprietor
M/s. Kovai Sat Links ... 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

Through this petition, the petitioner, who is a Private Limited Company incorporated under the provisions of The Companies Act, 1956 and is a Multi System Operator in Coimbatore District of Tamil Nadu, is seeking recovery of outstanding subscription charges amounting to Rs.35,87,067/- from the respondent, who is the sole proprietor of M/s. Kovai Sat Links and is a local cable operator.

2. The parties entered into a franchise agreement on 02.09.2005 as per which, the respondent was to distribute the petitioner's signals in the areas as specified in the agreement.

3. It is the contention of the petitioner that on the basis of the aforesaid agreement, the respondent continuously enjoyed the signals of TV channels from the petitioner's network till September 2011 and during this period the petitioner was continuously raising and serving the invoices on the respondent on regular basis. Though the sum is left blank in clause 2 (c) of the agreement relating to payment by the franchisee, as per the petitioner, lump sum monthly subscription charges were Rs.3,20,910/- excluding taxes. The respondent, however, was irregular in making payment of monthly subscription charges resulting in an accumulated outstanding of Rs.35,87,067/- as on 30.09.2011.

On the failure of respondent to pay the due amount, petitioner issued a legal notice dated 05.06.2012 which was returned with an endorsement "No such addressee".

4. No one appeared for the respondent despite service of notice nor was any reply filed on behalf of the respondent to controvert the statements and allegations made in the petition. The petition, therefore, proceeded ex-parte.

5. Petitioner in support of its pleadings, submitted evidence by way of affidavit of Mr. J. Rajesh s/o Sh. R. Jayaraman, working as General Manager –

Operations with the petitioner company. The witness confirmed the averments made in the petition and identified the agreement dated 02.09.2005 as Ex. PW1/2, copy of monthly invoice along with proof of service as Ex. PW1/3 (1) to PW1/3(41), copy of statement of account as Ex. PW1/4, reminder dated 03.11.2011 issued by petitioner to respondent demanding payment of outstanding as Ex. PW1/5 and the legal notice dated 05.06.2012 as Ex. PW1/6.

With regard to the subscription charges, the witness confirmed the same as Rs. 3,20,910/- per month. The statement of the witness¹ in this regard is as under:

“6. That the respondent on 02/09/2005 entered into 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. 3,20,910/- -----“

6. Considering the evidence placed before us, petition is decreed for a sum of Rs.35,87,067/- along with interest @ 9% per annum with effect from 30.9.2011 and till the time the amount is paid.

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(Aftab Alam)
Chairperson

¹ Para 6 of evidence folder page 3.

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(Kuldip Singh)
Member

rkc