

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

**Dated 12<sup>th</sup> August, 2014**

**Petition No. 281 (C) of 2013**

Kal Cables Pvt. Ltd.	...	Petitioner
Vs.		
Mr. K. R. Kumar, Proprietor Coimbatore Communication Pvt. Ltd.	...	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**

**Kuldip Singh** : Through this present 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.23,00,654/- from respondent, who is the sole proprietor of M/s. Coimbatore Communication Pvt. Ltd. and is a local cable operator.

2. The parties entered into a franchisee agreement on 20.10.2010 as per which respondent was to distribute petitioner's signals in the areas specified in

the agreement. As per clause 1( c) of the same, the respondent was to pay a sum of Rs.111/- per subscriber per month on the current declared highest pay channel points which were at that time about 5805 resulting in a monthly subscription of Rs.6,44,355/- excluding taxes. The franchise fee was to be determined as per the latest declared/ revised pay channel points at a given point of time on mutually agreed terms. As per the petitioner, last agreed monthly subscription charges were Rs.6,86,850/- (excluding taxes) payable on or before 10<sup>th</sup> day of every calendar month.

3. It is the contention of petitioner that on the basis of the aforesaid agreement, respondent continuously enjoyed the signals of TV channels from petitioner's network from 20.10.2010 till September 2011 and during this period petitioner was continuously raising and serving the invoices on respondent on regular basis. Petitioner, however, was irregular in making payment of monthly subscription charges resulting in an accumulated outstanding of Rs.27,00,654/- .

4. Petitioner vide its letter dated 03.11.2011 demanded that the respondent pay an amount of Rs.36,38,250/- which, as per it, was due and payable as on 30.9.2011. The petitioner, due to the migration of the respondent to M/s Tamilnadu Arasu Cable Corporation, and on its request, reversed the charges for September, 2013. On the failure of the respondent to pay the due amount, petitioner issued a legal notice dated 10.04.2012; whereafter respondent paid a

Demand Draft of Rs.45,000/-. After deducting this, the net payable amount as on 22.01.2013 was Rs.28,35,654/-. Some further payments were made by respondent to petitioner. In response to a letter from the petitioner dated 23.01.2013, the respondent vide its reply dated 29.01.2013 claimed that the petitioner had agreed to settle all the accounts for a sum of Rs. 15,00,000/- which was denied by the petitioner vide its letter dated 4.2.2013. As per the petitioner, outstanding as on 21.02.2013 came to Rs.27,00,654/-

5. 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.

6. Petitioner in course of the proceedings , 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 20.10.2010 as Ex. PW1/2, copy of monthly invoices along with proof of service as Ex. PW1/3 (1) to PW1/3(6), 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 10.04.2012 as Ex. PW1/6. The witness further stated that during the pendency of the petition, the respondent has made part payments to the tune of Rs. 400,000 leaving balance payable as Rs. 23,00,654/-.

7. Considering the evidence placed before us, petition is decreed for a sum of Rs.23,00,654/- 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**

.....  
**(Kuldip Singh)**  
**Member**

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