

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

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

**Petition No. 549 (C) of 2012**

Kal Cables Pvt. Ltd. ... Petitioner

Vs.

Mr. A. Riyazdeen, Proprietor  
M/s. Blue Star Cable Network ... 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 petition, the petitioner, who is a Private Limited Company and Multi System Operator in terms of the Interconnect Regulations in Erode District of Tamil Nadu, is seeking recovery of outstanding subscription charges amounting to Rs.4,18,646/- from respondent, who is the sole proprietor of M/s. Blue Star Cable Network and is a local cable operator .

2. The parties entered into an agreement on 11.11.2010 as per which respondent was to distribute petitioner's signals in the areas specified in the

agreement and for which it was to pay a sum of Rs.70/- per subscriber per month for an agreed subscriber base of 3095.

3. It is the contention of the petitioner that on the basis of the aforesaid agreement, respondent continuously enjoyed the signals of TV channels from petitioner's network from 01.7.2010 till September 2011 and during this period petitioner was continuously raising and serving invoices on the respondent on regular basis. The respondent, however, was irregular in making payment of monthly subscription charges resulting in an accumulated outstanding of Rs.4,18,646/-

4. As per the pleadings, the petitioner vide its letter dated 04.11.2011 demanded payment of this amount of Rs.4,18,646/- ,which was due and payable as on 31.8.2011, from the respondent. On the failure of the respondent to pay the due amount, petitioner issued a legal notice dated 06.4.2012 which was duly received by respondent.

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 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 11.11.2010 as Ex. PW1/2, copies of the monthly invoices along with proof of service as Ex. PW1/3 (1) to PW1/3(20), copy of statement of account as Ex. PW1/4, reminder dated 04.11.2011 issued by petitioner to respondent demanding payment of outstanding as Ex. PW1/5 and the legal notice dated 06.4.2012 as Ex. PW1/6.

7. Considering the evidence placed before us, the petition is decreed for a sum of Rs.4,18,646/- along with interest @ 9% per annum with effect from 31.8.2011 till the time the amount is paid.

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**(Aftab Alam)**  
**Chairperson**

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

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