

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

**Dated 7<sup>th</sup> July 2014**

**Petition No.792(C) of 2012**

Media Pro Enterprise India Pvt. Ltd. ....Petitioner

Versus

Sri Viruthia Cable .....Respondent

**BEFORE:**

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

For Petitioner : Mr. T.S. Bhatia, Advocate  
Mr. Upender Thakur, Advocate  
Mr. Yatin Grover, Advocate

For Respondent : None

**ORDER**

**By Aftab Alam, Chairperson** – The petitioner, M/s Media Pro Enterprise India Pvt. Ltd. is a Content Aggregator and Distributor of channels. It has filed this petition against the respondent, Sri Viruthai Cable, which is a local cable operator for recovery of Rs.2,55,995.79p as dues of monthly subscription fees as on 7 August 2012. The respondent

did not appear despite service of notice and hence, the petition has proceeded against it *ex parte*.

According to the petitioner, the respondent had entered into an agreement with M/s Star Den Media Services Pvt. Ltd. for supply of channels distributed by it. The agreement was executed on 15 July 2010 but it was effected from 1 January 2010 and came to end on 31 December 2010. The subscription fees payable under the agreement was Rs.54,971.89p (excluding taxes) per month.

It is further the case of the petitioner that on the basis of agreement executed with Star Den, it took over the sets of channels previously controlled by Star Den from July 2011. Further, the petitioner's predecessor-in-interest also authorized it to collect its outstanding dues from all the MSOs, including the respondent.

It is also the case of the petitioner that after stepping into the shoes of its predecessor-in-interest, it raised invoices against the respondent for payment of monthly subscription fees as also the dues of the previous distributor. The respondent, however, failed to make payment against the invoices and as a result the outstanding against the respondent accumulated to Rs.2,55,995.79p as on 7 August 2012. And for the recovery of that amount this petition is filed.

No reply is filed on behalf of the respondent to controvert the statements and allegations made in the petition.

The petitioner examined as its witness, one Amiya Ranjan Pati, working as Deputy General Manager in the company. The witness identified the subscription agreement between the respondent and Star Den executed on 15 July 2010 for a monthly subscription fee of Rs.54,971.89p(excluding taxes) and the agreement is marked as Exhibit PW-1/1. He also identified the invoices raised by the petitioner against the respondent which are marked as Exhibit PW-1/2 (colly.). Lastly, the witness identified the extracts from the ledger accounts showing the outstanding payable by the respondent which are marked as Exhibit PW-1/3(colly.).

There are altogether three invoices. The first one, dated 12 August 2011, is for the month of July 2011. The second and the third are for the months of August and September 2011 respectively.

On the petitioner's own showing, it took over the sets of channels previously controlled by Star Den from July 2011. Long before that the respondent's agreement with Star Den had come to end on 31 December 2010. It is, therefore, completely inexplicable how the petitioner could raise invoices for the months of July, August and September 2011. There is no explanation whatsoever in this regard in the petition nor is any to be found in the deposition of the witness. *Prima facie*, therefore, the petitioner is not entitled to any decree against the respondent.

The petition, on the face of it, is frivolous and is liable to be dismissed with costs. It is accordingly dismissed with costs quantified at Rs.50,000/- for wasting the time of the Tribunal. A receipt showing payment of cost (to be paid in the name of Drawing & Disbursing Officer, TDSAT) to the Mediation Centre of the Tribunal must be filed within a month from today.

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

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

/sks/