

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

**Dated 3<sup>rd</sup> November, 2014**

**Petition No. 140 (C) of 2014**

MSM Discovery Pvt. Ltd. ....Petitioner

Versus

Singh Cable Network - Churcha .....Respondent

**BEFORE:**

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

For Petitioner : Mr. Azmat H. Amanullah, Advocate

For Respondent : None

**ORDER**

**By Aftab Alam, Chairperson** – This is a petition for recovery of Rs.2,80,630/- ( Rupees Two Lakh Eighty Thousand Six Hundred and Thirty Only) as dues of monthly subscription charges.

MSM Discovery Private Limited, the petitioner, is a Broadcaster and is engaged in the business of distribution of a number of television channels under the name of “The One Alliance” that includes channels, namely, SET, MAX, SAB, PIX, MIX, SIX, Aath, Animal Planet, AXN, Animax, Discovery Channel,

Discovery Tamil, TLC, Discovery Science, Discovery Turbo, Discovery Kids, Aaj Tak, Headlines Today, TEZ, Neo Sports, Neo Prime, Zoom, Times Now, ET Now, Movies Now, etc. The respondent, Singh Cable Network- Churcha is a Multi System Operator, and it re-transmits the signals received from broadcasters, including the petitioner, to its associated Local Cable Operators (LCOs) and also to the ultimate subscribers.

The respondent did not appear despite service of repeated notices and hence, the petition has proceeded *ex parte*.

According to the petitioner, it entered into a Subscription Agreement with the respondent by which the respondent was authorized to re-transmit the petitioner's channels. The agreement was executed on 06.07.2012 but it was made effective from 01.01.2012 to 31.12.2012. Under the agreement the respondent was liable to pay the monthly subscription of Rs.37,285/- (exclusive of taxes) as consideration for the right to re-transmit the petitioner's channels. On behalf of the respondent it is stated that the petitioner was irregular in payment of the monthly subscription fee and on many occasions defaulted on the monthly payments and as the result the dues accumulated to the sum as stated in the petition. The petitioner gave the disconnection notice under clause 4.1 on 01.10.2012 and the public notice of disconnection under clause 4.3 of the Interconnect regulations 27.10.2012. The public notices were published in Central Chronicle (in English) and Navbharat (in

the regional language). The petitioner finally discontinued the supply of its signals to the petitioner for non-payment of its dues on 26.11.2012.

The petitioner then gave a legal notice to the respondent on 15.01.2013 demanding payment of its dues but the notice did not have the desired result. The petitioner finally came to the Tribunal seeking recovery of its dues amounting to Rs.2,80,630/- along with interest @ 18% per annum.

Along with the petition, copies of the Subscription Agreement, the monthly invoices, the notices issued under clauses 4.1 and 4.3, the statement of accounts and the legal notice along with the speed post receipt are enclosed as annexures.

It is alleged that despite repeated requests, the respondent did not pay the lawful dues and the petitioner was, therefore, constrained to file this petition.

In support of its claims, the petitioner examined one Mr. Vishal Kohli as a witness in the case. Mr. Vishal Kohli is the authorized signatory of the petitioner company and works as Area Manager in the company's Regional Office at Raipur. He duly proved the documents produced by the petitioner in support of its claims against the respondent.

Some extracts from the witness's deposition in the case are as under:

“4. I say that the Petitioner and Respondent duly entered into an Affiliation Agreement for the Year 2012, vide which the Respondent was authorized to retransmit signals of the Petitioner's channels in some parts of Churcha Colliery at a monthly subscription fee of Rs. 37,285/- (Rupees Thirty Seven Thousand two Hundred and Eighty Five only), exclusive of taxes, for the period from 01.01.2012 to 31.12.2012. True copy of the

affiliation agreement executed between the parties is exhibited herewith and marked as **Exhibit P-1** (at pages 15 to 32 of the paper book).

5. I say that the Respondent continuously defaulted in paying the due subscription fees despite receiving numerous reminders and requests from the Petitioner and failed to make the requisite payments of the subscription fees of the Petitioner. Copies of the invoices raised by the petitioner are exhibited herewith and marked as **Exhibit P-2** (at pages 33 to 40 of the paper book).

6. I say that due to the non-payment of the subscription fees by the Respondent, the Petitioner issued a notice dated 01.10.2012 under clause 4.1 of the Interconnection Regulations, 2004 (as amended) upon the Respondent for non-payment of dues amounting to the (then) sum of Rs. 2,03,826/-. A copy of the 4.1 notice dated 01.10.2012 along with its postal receipt is exhibited herewith and marked as **Exhibit P-3** (at pages 41 and 42 of the paper book).

7. I say that since the Respondent failed to make the requisite payment, the Petitioner had to issue public notices on 27.10.2012 under clause 4.3 of the Interconnection Regulations, 2004 in two newspapers, i.e., Central Chronicle, and Navbharat, which are in circulation in the territories where the Respondent was authorized to transmit the Petitioner's signals. Copies of the said Public notices are exhibited herewith and marked as **Exhibit P-4** (at pages 43 to 45 of the paper book).

8. I say that the Petitioner finally deactivated the signals of the Respondent on 26.11.2012 as the Respondent failed to make the requisite payment.

9. I say that the outstanding balance of the Respondent to the Petitioner as on 26.11.2012 is Rs. 2,80,630/- (Rupees Two Lakhs Eighty Thousand Six Hundred and Thirty only). The Respondent has failed to disburse the subscription fees which is an admitted debt and has been duly intimated to the respondent. A copy of the system generated statement of accounts maintained by the Petitioner qua the Respondent is exhibited herewith and marked as **Exhibit P-5** (at pages 46 to 47 of the paper book).

10. I say that since the Respondent failed to make the requisite payment, the Petitioner, through its advocate, sent a legal notice dated 15.01.2013 to the Respondent. A copy of the Legal notice dated 15.01.2013 along with its postal receipt is exhibited herein and marked as **Exhibit P-6** (at pages 48 to 51 of the paper book)."

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 the petition. The office is directed to draw up the decree against the respondent for the amount claimed by the petitioner. The decretal amount will also carry interest @ 10 %per annum from the date of filing of the petition till the date of payment. Since the case has proceeded *ex parte*, there will be no order as to costs.

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

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