

ORDER

Petitions in the above batch are for recovery of subscription amounts. The petitioner, M/s. Media Pro Enterprises India Pvt. Ltd., is a content aggregator and acts as an agent/distributor of various broadcasters. The respondents are Multi Systems Operators and subscribe to the signals/channels of the petitioner and in turn distribute the same to the subscribers.

2. The case of the petitioner is that with effect from 01.7.2011, the petitioner has taken over distribution of the channels of M/s. Star Den Media Services Pvt. Ltd. and M/s. Zee Turner Ltd. who have also authorized the petitioner to collect the outstanding dues on their behalf from the respondents. Further, it has also taken over distribution of the channels of M/s Asia Net Communications Ltd. w.e.f. 30.9.2011 who have also authorized the petitioner to collect the outstanding dues on their behalf from the respondents¹. The respondents had entered into agreements with M/s Star Den, M/s Zee Turner and M/s Asia Net as per the details given in Table 1. The petitioner has from time to time raised invoices on the respondents for payment of monthly subscription fee as well as the payment towards old outstanding dues. The respondents even after receiving the invoices, have failed to clear the outstanding dues.

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

¹ Petition no. 777 (C) and 781 (C) of 2012.

4. The petitioner has adduced evidence by way of affidavit of Mr. Amiya Ranjan Pati working as Deputy General Manager with the petitioner and has also produced the witness before the Tribunal for examination. The witness identified the subscription agreements between the parties as Exhibits PW1/1 and Exhibit PW1/2, copies of invoices as Exhibits PW1/3(Colly) and ledger accounts showing the outstanding payable by the respondents as Exhibits PW1/4(Colly) [In case of petition no. 777 (C)/2012, the agreements are identified as Exhibits PW 1/1 to PW1/3, invoices as Exhibit PW1/4 and Ledger account as Exhibit PW1/5].

Table 1: The details of agreements and outstanding as per petitioner.

S. N o.	Petition No.	Title	Date of Agreement	Validity Period	Monthly Subscription excluding taxes	Total Outstanding Dues
1.	P 756(C)/2012	Media Pro Enterprise India Pvt. Ltd. vs. Indian Satellite System (Cuddalore)	-19.06.2010 (with Zee Turner @ Pg.8-18, Exhibit PW 1/1) -18.04.2011 (with Star Den @ Pg. 19-42, Exhibit PW 1/2)	01.04.2010 to 31.03.2011 (Zee Turner) and 01.01.2011 to 31.12.2011 (Star Den)	Rs. 47,272/- Rs. 83,387.55	Rs.8,91,927.03
2.	P 757(C)/2012	Media Pro Enterprise India Pvt. Ltd. vs. Allien Broadcasting Network (Pudukottai)	- 25.01.2011 (with Zee Turner @ Pg.8-22, Exhibit PW 1/1) - 03.06.2011 (with Star Den @ Pg. 23-43, Exhibit PW 1/2)	01.04.2010 to 31.03.2011 (Zee Turner) and 01.01.2011 to 31.12.2011 (Star Den)	Rs. 65,950/- Rs. 68,922.98	Rs.6,76,165.11
3.	P 758(C)/2012	Media Pro Enterprise India Pvt. Ltd. vs. Cable Vision (Perambalur)	-22.01.2011 (with Zee Turner @ Pg. 8-18, Exhibit PW 1/1) -08.06.2011 (with Star Den @ Pg. 19-40, Exhibit PW 1/2)	01.04.2010 to 31.03.2011(Zee Turner) and 01.01.2011 to 30.06.2011 (Star Den)	Rs. 38,181/- Rs. 53,748.24	Rs.4,07,003.24

S. N o.	Petition No.	Title	Date of Agreement	Validity Period	Monthly Subscription excluding taxes	Total Outstanding Dues
4	P 777(C)/2012	Media Pro Enterprise India Pvt. Ltd. vs. Jayam TV Network (Cuddalore)	-24.12.2010 (with Zee Turner @ Pg. 9-19, Exhibit PW 1/1) -23.03.2011 (with Asianet @ Pg. 20-41, Exhibit PW 1/2) -26.03.2011 (with Star Den @ Pg. 42-66, Exhibit PW 1/3)	01.04.2010 to 31.03.2011 (Zee Turner) and 01.03.2011 to 31.12.2011 (Asianet) and 01.01.2011 to 31.12.2011 (Star Den)	Rs. 41,825/- Rs. 1800/- Rs. 96,757.96	Rs.4,38,727.72
5	P 780(C)/2012	Media Pro Enterprise India Pvt. Ltd. vs. Nithya Sat Vision (Tirunelveli)	-03.01.2011 (with Zee Turner @ Pg. 8-19) Exhibit PW 1/1) -08.04.2011 (with Star Den @ Pg. 20-47, Exhibit PW 1/2)	01.04.2010 to 31.03.2011 (Zee Turner) and 01.01.2011 to 31.12.2011 (Star Den)	Rs. 37,866/- Rs. 67,713.85	Rs.2,94,100.52
6	P 781(C)/2012	Media Pro Enterprise India Pvt. Ltd. vs. Adhi Para Sakhti Cable Network (Madhuranthagam)	-20.12.2010 (with Asianet @ Pg. 8-28, Exhibit PW 1/1) - 07.04.2011 (with Star Den @ Pg. 29-54, Exhibit PW 1/2)	20.12.2010 to 31.12.2010 (Asianet) and 01.01.2011 to 31.12.2011 (Star Den)	Rs. 3000/- Rs. 38,815.84	Rs.2,19,975.94

5. As per the petitioner's own case, it has taken over the distribution of channels of Star Den and Zee Turner w.e.f. 1.7.2011 and those of Asia Net w.e.f. 30.9.2011. However, the agreements executed by the respondents with Zee Turner had already come to end on 31.3.2011 in all the petitions in this batch. The agreement of respondent, with Star Den in petition no. 758 (C)/2012 had come to an end on 30.06.2011, and Asia Net [petition no. 781(C) of 2012] had come to an end much before on 31.12.2010. There is no explanation in the pleadings as to how petitioner could have raised the invoices to respondents for such agreements after the expiry of the same. From the statement of account submitted for Zee Turner in

all the petitions and that of Asia Net in petition no. 781(C) of 2012, it is not possible to find any outstanding pertaining to the period when the agreement between the parties were subsisting. Disallowing the amounts claimed against invoices for the period beyond the expiry of the agreements, the amounts payable by the respondents are as per Table 2.

Table 2: Amounts Payable

Petition No.	Amount Payable in Rs.
756(C) of 2012	5,48,998.80
757(C) of 2012	3,86,605.40
758(C) of 2012	204365.56
777(C) of 2012	3,00,326.05
780(C) of 2012	1,68,807.88
781(C) of 2012	1,88,870.04

The office is directed to make decrees against the respondents for the amounts given in table 2. These amounts will be receivable by the petitioner along with interest @ 18% from 1 October 2011 till the date of filing of the petitions. The decretal amount shall further carry interest @ 9% per annum from the date of filing of the petition till realization of the decretal amount.

There will be no order as to costs.

.....

(Kuldip Singh)

Member