

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. Zee Turner Ltd. who have also authorized the petitioner to collect the outstanding dues on their behalf from the respondents. The respondents had entered into agreements with the M/s Zee Turner 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.

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, copies of invoices as Exhibits PW1/2(Colly) and ledger accounts showing the outstanding payable by the respondents as Exhibits PW1/3(Colly).

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

S . N o .	Petition No.	Title	Date of Agreement	Validity Period	Total Outstanding Dues
1	P 764(C)/2012	Media Pro Enterprise India Pvt. Ltd. vs. PRT Satellite Network System (Cuddalore)	19.06.2010 (with Zee Turner @ Pg. 8-19, Exhibit PW 1/1)	01.04.2010 to 31.03.2011 (Zee Turner)	Rs.1,50,650.39
2	P 771(C)/2012	Media Pro Enterprise India Pvt. Ltd. vs. World Network (Villupuram)	03.05.2010 (with Zee Turner @ Pg. 8-18, Exhibit PW 1/1)	01.04.2010 to 31.03.2011 (Zee Turner)	Rs.77,417.36/-
3	P 772(C)/2012	Media Pro Enterprise India Pvt. Ltd. vs. Chinnalapatti Network (Dindigul)	04.05.2010 (with Zee Turner @ Pg. 8-19, Exhibit PW 1/1)	01.04.2010 to 31.03.2011 (Zee Turner)	Rs.54,707.46/-

5. As per the petitioner's own case, it has taken over the distribution of channels of Zee Turner w.e.f. 1.7.2011. 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. There is no explanation in the pleadings as to how petitioner could have raised the invoices to respondents for such agreements that had come to end on 31.3.2011, for the months of July, August and September 2011. From the statement of account submitted for Zee Turner in all these petitions, it is not possible to find any outstanding pertaining to the period when the agreement between the parties were subsisting. *Prima facie*, therefore, the

petitioner is not entitled to any decree against the respondents.

6. The petitions, on the face of it, are frivolous and are liable to be dismissed with costs. They are 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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(Kuldip Singh)

Member