

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

Dated 26th September, 2014

Petition No. 915 (C) of 2012

Neo Sports Broadcast Pvt. LtdPetitioner
Versus
Bikaji Cable NetworkRespondent

Petition No. 917 (C) of 2012

Neo Sports Broadcast Pvt. Ltd.Petitioner
Versus
Kankroli Cable NetworkRespondent

Petition No. 959 (C) of 2012

Neo Sports Broadcast Pvt. Ltd.Petitioner
Versus
International Cable TV NetworkRespondent

BEFORE:

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

For Petitioner : Mr. Vikram Mehta, Advocate
For Respondent : None

ORDER

Neo Sports Broadcast Pvt. Limited, the petitioner, is a broadcasting company, in the business of producing, broadcasting and distributing sports channels and audio-visual entertainment programmes, through its own satellite

television channels as well as through other third party television channels. It has filed this batch of 3 petitions, each against a Multi System Operator from whom the petitioner seeks recovery of different sums of money as dues of monthly subscription fees. None of the 3 multi system operators, respondents in this batch of petitions, appeared despite service of notice. Hence, all the petitions in the batch were proceeded *ex parte*.

As all the 3 cases are based on similar facts, with the exception of the amounts of money claimed and the dates of execution and the expiry of the agreements, all the 3 petitions were heard together and are being disposed of by this common order.

For the sake of convenience, the relevant facts pertaining to the 3 petitions are arranged in a tabular form which is reproduced below:

sl no.	Petn. No.	Name of Respondent	Date of Agreements	Subscription agreement expired on	date of request/ reminder letter	Date of legal notice	supply of signals disconnected on	Claimed amount/ dues as on/ amount mentioned in statement of accounts	Rate of Interest on amount claimed	statement of Account-PG no.	Witness deposition- Pg no.
1	2	3	4	5	6	7	8	9	10	11	12
1	915 C of 2012	Bikaji Cable Network	11/4/08 & 11/4/2009	30/3/09 & 31/3/2010	02.08.2010	11.03.2011	31.08.10	374104/ 26.11.12/ 374104	24%	82-83	Devanshu Bhatnagar (Pg 3, Para 8)
2	917 C of 2012	Kankroli Cable Network	23/09/07 & 01/10/08	30/09/08 & 30/09/09	02.08.2010	11.03.2011	31.08.10	245886/ 26.11.12/ 245886	24%	87-88	Devanshu Bhatnagar (Pg 3, Para 8)
3	959 C of 2012	International Cable TV Network	01/09/07 & 03/12/08 & 04/11/09	31/08/08 & 31/08/09 & 31/08/10	26.11.2012	30.11.2012	31.08.10	276071/ 15.10.12/ 276071	24%	110-111	Devanshu Bhatnagar (Pg 4, Para 9)

Column no. 2 of the table gives the number of petitions and column no. 3, the name of the respondent, the multi system operator; column no. 4 states the date of agreements entered into by the parties; column no. 5 states the date on which the subscription agreements expired; columns no. 6 and 7 give the date of request letter and legal notice sent by the petitioner respectively. From column no. 4, it would appear that the agreements were executed on different dates and came to end on different dates. In all the three cases, the supply of signals was discontinued on 31/08/10. In petitions no. 915 (C) and 917 (C) the date of expiry of agreement and date of disconnection of signals is not same whereas in petition no. 959 (C) the date of expiry of agreement and disconnection of signals is same. Column no. 8 gives the dates on which supply of signals were disconnected; column 9 gives the amount claimed, by the petitioner, and the amounts mentioned in the statements of accounts.

The petitioner has claimed the amounts due along with interest @ 24% from the date the date of filing the petitions till the date of payment.

In each petition copies of the Interconnect Agreements, monthly invoices, the respective statements of accounts and copies of the reminder letter and legal notices along with the proof of service are enclosed as annexures.

In support of its claims, the petitioner examined one Mr. Devanshu Bhatnagar as a common witness in all the cases. Mr. Devanshu Bhatnagar is the authorized signatory of the petitioner company and works in the petitioner company as the Assistant- Legal & Regulatory Affairs. He duly proved the documents produced by the petitioner in support of its claims against the different respondents.

Some extracts from the witness' deposition in one of the cases (Petition No. 915 (C) of 2012) are as under:

“2. The petitioner company is a Private Limited Company under the Companies Act, 1956. The Petitioner is a broadcaster of television channels under the provisions of the Telecom regulatory Authority of India Act, 1997. The Petitioner/Broadcaster have two 24x7 pay television sports infotainment channels i.e “Neo Cricket” and “Neo Sports” collectively known as “Neo Bouquet” of channels.

3. The respondent, a partnership firm, is a distributor/cable operator of television channels and is operating its cable business within the territory of Bikaner city, Rajasthan.

4. The petitioner and respondent entered into an Interconnection Agreement dated 11.04.2008 whereby the respondent was authorized by the petitioner to distribute the “Neo Bouquet” of channels in the above mentioned area at a monthly subscription fees of Rs. 41,854/- (inclusive of taxes)for the period of 01.04.2008 to 31.03.2009. That Mr. Ranveer Singh Gurjar, who is a partner of the respondent firm, signed the said Agreement on behalf of the respondent. The said Subscription Agreement dated 11.04.2008 is exhibited herewith as Exh. PW-1/1.

5. That the petitioner and the respondent entered into another Subscription Agreement dated 11.04.2009 with the respondent for the same area at a monthly subscription fee of Rs. 45,719.35/- (inclusive of taxes) per month for the period of 11.04.2009 to 31.03.2010. That Mr. Ranveer Singh Gurjar who is a partner of the respondent firm signed the said

agreement on behalf of the respondent. The said subscription agreement dated 11.04.2009 is exhibited as Exh. PW-1/2.

6. That even though the term of the Agreement dated 11.04.2009 came to an end on 31.03.2010 by way of efflux of time, the respondent continued to take and the petitioner continued to supply the signals of its bouquet of channels to the respondents till 31.08.2010, under clause III of the above mentioned agreement.

7. xxxxxxxxxxxxxxxxxxxxxxx

8 That the petitioner has continuously and without any interruption supplied signals of its two channels to the respondent from 01.04.2008 to 31.08.2010 under the above mentioned Interconnect Agreements dated 11.04.2008 and 11.04.2009 and the respondent has further redistributed the said channels to its customers. This is reflected from the Log Report, which is attached along with the petition. The said Log Report is computer generated report, originating out of a computer software namely "Psysis" which is tamper-proof and secure and in which no manipulation is possible. The said computer software is stored in the computer located at the office of the petitioner. The Log Report is exhibited herewith as Exh. PW-1/3.

9. That monthly invoices were raised on the respondent for the monthly subscription amounts. That for the months of April, May, June, July, September, October, November of 2009, and April of 2010 Debit notes were issued to the respondent. That the said invoices and debit notes were duly served upon the respondent and the respondent never objected to the same. The invoices and debit notes raised on the respondent by the petitioner are exhibited herewith as Exh. PW-1/4 (Colly)."

The above extract from the witness's deposition, as quoted above, is by way of sample and it may be stated here that the witness made identical statements in all cases, of course, with variations in regard to the amounts due and other relevant specifics.

The deposition of the witness remains unchallenged and there is no reason not to accept its veracity.

In light of discussions made above, we accept the petitioner's claims and *ex parte* allow the 3 petitions. The office is directed to draw up decrees against each of the respondents separately for the sums mentioned in column no. 9 against them. The decretal amount will also carry interest @ 10% per annum from the date of filing the petition till the date of actual payment. Since the cases have proceeded *ex parte*, there will be no order as to costs.

.....
(Aftab Alam)
Chairperson

.....
(Kuldip Singh)
Member