

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

**Dated 10<sup>th</sup> December, 2015**

**Petition No. 81 (C) of 2014**

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

Versus

Mauli Cable Network, Maharashtra ...Respondent

**BEFORE:**

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

For Petitioner : Mr. Upender Thakur, Advocate

For Respondent : None

**ORDER**

**By Aftab Alam, Chairperson** – The petitioner, M/s Media Pro Enterprise India Pvt. Ltd. (Media Pro), has filed this petition for recovery of the sum of Rs.18,68,283.20p, along with interest @ 18% per annum from the petitioner as dues of subscription fee. It needs to be clarified at the outset that out of the total sum claimed, Rs.10,94,481.16p is claimed on the basis of an interconnect agreement executed between the petitioner and the respondent, and the balance

Rs.7,71,802.04p on the basis of an *undisclosed* agreement between the respondent and Zee Turner.

According to the petitioner, the respondent (a local cable operator) executed an interconnect agreement with it on 08.12.2011 for supply of its signals to the respondent for retransmission. The agreement commenced from 01.12.2011 and came to end on 31.03.2012. In terms of the agreement, the respondent was required to pay Rs.2,26,657.28p to Media Pro as the monthly subscription fee.

It is the case of Media Pro that in terms of the agreement it supplied its signals to the respondent until the supply was disconnected on 19.04.2012. It raised invoices for payment of the monthly subscription fee but the respondent defaulted in payments and as a result the dues of subscription fee accumulated to Rs.10,94,481.16p, for the recovery of which this petition is filed.

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

Media Pro, in support of its claim, has examined a witness, Mr. Amiya Ranjan Pati who worked as DGM (Credit Risk Manager) for the petitioner. The witness has supported the petitioner's claim. He proved the agreement dated 8 December 2011 executed by the respondent with Media Pro which was marked as Exhibit PW-1/1. He also proved the invoices raised by the Media Pro which were collectively marked as Exhibit PW-1/2. The witness also proved the statement of

account showing the outstanding payable by the respondent which was marked as Exhibit PW-1/3.

The pleadings and the evidences, in so far Media Pro's claim based on the interconnect agreement dated 08.12.2011 is concerned remain un-rebutted by the respondent. We, therefore, see no reason not to accept its claim in so far as Rs.10,94,481.16p is concerned based on the agreement dated 08.12.2011.

However, the claim of Media Pro in regard to the alleged arrears of its principal, Zee Turner, appears to be on a different footing. The petition filed on behalf of the petitioner is very sketchy and in so far as the alleged dues of Zee Turner are concerned, the only averments are in paragraph 6 and 7 of the petition which are to the following effect:

“6. It is submitted that after the petitioner took over the distribution of Zee and Star group of Channels, the petitioner continued to supply signals to the respondent till 19.04.2012.....

7. It is respectfully submitted that the petitioner has time to time raised invoices on the respondent not only for payment of monthly subscription fee *but also for the payment towards old outstanding dues payable to M/s Zee Turner Ltd.* Copy of invoice-cum-notices raised by Media Pro Enterprise India Pvt. Ltd. are annexed herewith as **ANNEXURE P-2(Colly)**.”

(emphasis added)

No agreement between Zee Turner and the respondent (or for that matter for supply of signals of Zee Turner prior to 01.12.2011) which alone can form the basis for the claim for the arrears has been produced before the Tribunal. Five invoices are produced of which the first one is dated 15.12.2011, that is, shortly

after the execution of the agreement on 08.12.2011. It shows the payment due date as 22.12.2011 and shows previous period outstanding as nil. Though, apart from the statement of account of Media Pro, a statement of account of Zee Turner has been filed along with the petition, it is of no help in the absence of any agreement between Zee Turner and the respondent. Moreover, the witness examined in the case identified and proved only the Media Pro statement of account and not the Zee Turner statement of account.

For all these reasons, the claim of Media Pro in respect of the earlier dues of Zee Turner cannot be allowed.

In the result, the petition is allowed to the extent of the claims of Rs.10,94,481.16p. The aforesaid amount will also carry interest @ 10% from the date of filing of the petition till the date of actual payment. The office is directed to make a decree accordingly.

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

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