

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

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

**Petition No. 199 (C) of 2014**

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

Versus

M/s Shiv Cable Network ...Respondent

**BEFORE:**

**HON'BLE MR. JUSTICE AFTAB ALAM, CHAIPERSON  
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.6,28,658/-, along with interest @ 18% per annum from the petitioner as dues of subscription fee.

According to Media Pro, the respondent (a local cable operator) executed an interconnect agreement with it on 01.01.2012 for supply of its signals to the respondent for retransmission. The agreement commenced from the date of execution and came to end on 31.03.2013. In terms of the agreement, the respondent was required to pay Rs.99,778.31p 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 18.10.2013. It raised invoices for payment of monthly subscription fee but the respondent defaulted in payments and as a result the dues of subscription fee accumulated to Rs.6,28,658/-, 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 01.01.2012 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 01.01.2012 is concerned, remain un-rebutted by the respondent.

Therefore, there is no reason not to accept the claim of Media Pro for the term of the agreement that came to end on 31.03.2013.

The claim of Media Pro, however, extends to 18.10.2013 as it is claimed that it continued to supply signals to the respondent till that date. In the absence of any renewal agreement, the claim beyond 31.03.2013 would be unsustainable as the supply of signals, even if in fact made, would be in violation of clause 4A of the Interconnect Regulations.

For the reasons discussed above, we accept the claim of Media Pro upto 31.03.2013 and hold it entitled to recover its dues upto that date from the respondent.

Media Pro is directed to file a computation of accounts upto 31.03.2013 within two weeks from today for the office to draw-up a decree accordingly. The

decretal amount will also carry interest @ 10% per annum from the date of filing of the petition till the actual payment.

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

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

sks