

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

**Dated 5<sup>th</sup> May, 2016**

**Broadcasting Petition No. 479 of 2015**

UCN Cable Network Pvt. Ltd. ... Petitioner

Versus

M/s. Airan Consultants Pvt. Ltd. ...Respondent

**BEFORE:**

**HON'BLE MR. JUSTICE AFTAB ALAM, CHAIRPERSON**

**HON'BLE MR.B.B.SRIVASTAVA, MEMBER**

For Petitioner : Mr. Navin Chawla, Advocate  
Mr. Anurup Narula, Advocate

For Respondent : None

**ORDER**

The petitioner, UCN Cable Network Pvt. Ltd., a company incorporated under the Companies Act, 1956 is an established cable operator/MSO engaged in supplying, distributing/redistributing Pay Channels and Free to Air (FTA) channels of different broadcasters to various customers including households through its distributors as well as its own cable channels.

The respondent, M/s. Airan Consultants Pvt. Ltd., a company incorporated under Companies Act, 1956 is engaged in the business of broadcasting of news channels in the name of "JIA News" and is a broadcaster within the meaning of the

said term in the Interconnect Regulation. It has been stated that the respondent was broadcasting the above channel till 5.5.2015.

The petitioner seeks direction against the respondent for payment of Rs. 50,00020/-, the outstanding demand towards placement charges, payable by the respondent to the petitioner for the period 6.11.2014 till 5.5.2015. It also seeks interest on the above mentioned amount at the rate of 24% p.a. w.e.f 3.8.2015 till the filing of the present petition and further till the actual payment.

It is the case of the petitioner that the two parties executed an agreement in November, 2013 for the period 6.11.2013 to 5.11.2014 for carrying the channels of the respondent on the petitioner's network and placing it in the digital and U band, below 800 mghz. in analogue mode in the territory mentioned in the agreement. It has been stated that the petitioner raised invoices in pursuance of this agreement and received payment as well against them. The channel placement agreement, the invoices and the cheques received by way of payment has been annexed respectively as Annexure P1, Annexure P2 (colly) and Annexure P3 (colly).

The petitioner and the respondent, in furtherance of their relationship, executed another channel placement agreement for one year from 6.11.2014 till 5.11.2015. This agreement was executed on 15.12.2014 (Annexure P4). The consideration amount for the placement of the news channel "GIA News" was Rs. 89 Lakhs per annum inclusive of all taxes except service tax and payable quarterly in advance. The petitioner avers that it fulfilled its obligation in respect of carrying the new channel on its network and placing it as agreed. Accordingly, it raised invoice for

an amount of Rs. 50,00,020/-(Annexure P5). The petitioner has stated that the respondent sent a photocopy of a cheque bearing No. 125280 dated 15.02.2015 drawn on Bank of India, Corporate Banking Branch, Nagpur for an amount of Rs. 45,000,18/- (Annexure P6) through Whats App promising to deposit it directly into petitioner's account. The petitioner has further stated that the respondent not only failed to deposit the aforestated cheque; but did not respond either to petitioner's emails dated 27.2.2015, 9.3.2015, 30.4.2015 and 1.5.2015; whereby the petitioner had raised the issue of nonpayment and default by the respondent (Annexure P7 colly). The petitioner has stated that failure on the part of the respondent to fulfill its obligation regarding payment of placement charges prompted him to serve a legal notice dated 3.8.2015. A statement of account has also been annexed in support of the claimed amount. The statement of account and legal notice has been annexed as Annexure P7 and P8.

The respondent inspite of notice did not appear on any date in the matter to present its case. Consequently, the petition was directed to proceed *ex-parte* on 15.12.2015.

The petitioner filed its evidence on affidavit through Mr. Amit Aggarwal working as Manager, Legal in the petitioner company. The examination in chief of petitioner's witness was completed before the Advocate Commissioner appointed for the purpose on 21.1.2016. The petitioner's witness formally identified documents annexed with the petition during examination in chief.

In view of the foregoing facts we are now proceed to examine the case of the petitioner in view of documents and evidences adduced in support of thereof.

It is evident from perusal of the two channel placement agreements that none of them have been signed by the respondent. However, it is also evident that the respondent has performed its part of obligation in connection with the previous agreement (6.11.2013 to 5.11.2014) by making payment for placement of its channels; by the petitioner except that as against invoice raised for Rs. 75,00,030/- the total payment has been Rs. 67,50,000/- only. In so far as the agreement for the period 6.11.2014 to 5.11.2014 is concerned; an invoice dated 16.12.2014 bearing No. UCN/13/DAS14-15 has been issued. However, although a cheque bearing No. 125280 dated 15.02.2015 for an amount Rs. 45,00,013/- has been issued on behalf of the Airan Consultants; the amount has not been credited into the account of the petitioner as claimed by the latter. The perusal of the cheques issued on behalf of Airan Consultants Pvt. Ltd. reveals that while two cheques have been issued from account no.912020035315669 drawn on Axis Bank, Nagpur (MH) Nagpur;. the other two have been issued from account no.874720110000190 drawn on Bank of India, Nagpur Corporate Banking Branch, Nagpur. The statement of account also reveals that two cheques bearing nos. dates and amount: 123962 dated 05.09.2014 for Rs. 22,50,009/- and 125280 dated 15.02.2015 for Rs. 45,00,013/- have been issued against account no. 874720110000190 with Bank of India, Nagpur Corporate Banking Branch Nagpur. It is also worth mention that while amount mentioned in cheque number 123962 figures in the credit column in the statement of account; the amount

mentioned in cheque number 125280 does not find mention. This leads us to the conclusion that the respondent has performed its obligations under the agreement, notwithstanding not signed by it; the fulfillment of obligation is not complete. Rather in case of the second agreement it has failed not only to fulfill its obligation; it has not even responded to the communication from the petitioner for payment.

In view of the above, the contention of the petitioner is valid and acceptable.

Accordingly we allow the petition and the respondent is directed to pay Rs. 50,00,020/-, the amount due on the date of disconnection. The respondent will also pay interest at the rate of 8% p.a. from the date of filing of the petition till the date of final payment of the amount mentioned above.

There would be no order as to cost.

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

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**(B.B. Srivastava)**  
**Member**

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