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

Dated 22<sup>nd</sup> February, 2019

**Broadcasting Petition No.636 of 2016**

Sony Pictures Networks India Pvt. Ltd. ...Petitioner

Vs.

Vision Plus Cable Network ...Respondent

**BEFORE:**

**HON'BLE MR. JUSTICE SHIVA KIRTI SINGH, CHAIRPERSON  
HON'BLE MR. A.K. BHARGAVA, MEMBER**

For Petitioner : Ms. Payal Kakra, Advocate  
Ms. Vidya Prabhakaran, Advocate  
Ms. Tanya Gupta, Advocate

For Respondents : None

**ORDER**

By S.K. Singh, Chairperson – This petition was ordered to be heard *ex parte* long back when nobody appeared for the respondent even after service of notice. Since the respondent has never appeared, there is no reply or evidence



affidavit on its behalf. At the time of final hearing also, nobody appeared for the respondent.

2. The petition has been filed under Section 14 and 14A of the Telecom Regulatory Authority of India Act, 1997. The petitioner has made the following prayers:

- “(a) Adjudicate the present Petition and Pass a decree for the sum of Rs.6,89,159/- (Rupees Six Lakh Eighty Nine Thousand One Hundred Fifty Nine Only), in favour of the Petitioner and against the Respondent along with the *pendente lite* and future interest @ 18% per annum from the date of the institution of the Petition till realisation of the amount against the Respondent;
- (b) Direct the Respondent to pay damages to the Petitioner on account of continued defaults in making of outstanding dues payable to the Petitioner in terms of the Agreement; and
- (c) Direct the Respondent to return the Integrated Receiver Decoders and Viewing Cards of the Channels to the Petitioner.



(d) Award the cost of the Petition to the Petitioner and against the Respondent.

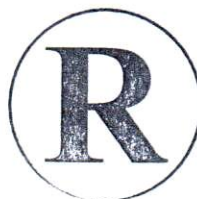
(e) Pass any other or further relief which this Hon'ble Tribunal may deem fit and proper in the facts of the case in favour of the Petitioner and against the Respondent."

3. The petitioner is a broadcaster and/or their authorised agent. The respondent is a Multi-System Operator(MSO). The parties had entered into subscription agreements effective from 01.01.2015 to 31.12.2015. One agreement relates to subscription for channels of Sony Pictures Network(SPN) and the other is for TV Today Network (TVT). The agreements have been brought on record as **Annexure P/II(Colly.)** and have been proved through the evidence affidavit. A large number of invoices-cum-debit notes in support of the total outstanding amount for SPN as well as for TVT channels are **Annexure P/III(Colly.)**. The claim of the petitioner covers the period of agreement and also extends till 08.06.2016. As per petitioner, the total outstanding amount for the said period is Rs.6,89,159/-. The statement of account has also been annexed as part of **Annexure P/III(Colly.)**. Notices under clause 4.1 of the relevant Interconnection Regulations 2004 for non-payment of outstanding dues till February 2016 were issued by the petitioner in respect of both the agreements. Those notices dated



01.03.2016 and 08.03.2016 are on record as **Annexure P/IV(Colly.)**. A letter of the respondent dated 17.04.2016 has been brought on record as **Annexure P/V**. The letter shows that the respondent has suffered losses because of competition and therefore, it wanted supply of TV signals to be stopped forthwith. The request covered SPN channels as well as channels of TVT Network. The petitioner's reply dated 22.04.2016 sent to the respondent has also been annexed as part of **Annexure P/V(Colly.)**. In this reply, the petitioner has taken the plea that for deactivating TV signals, 21 days' public notice is required under the relevant Regulations and hence, signals will be deactivated on respondent's network on 18.05.2016 and till then respondent will be liable to pay the monthly subscription fees and applicable taxes. However, it is petitioner's case that supply of signals was discontinued soon after 08.06.2016 and therefore, petitioner has claimed dues of subscription fee till 08.06.2016.

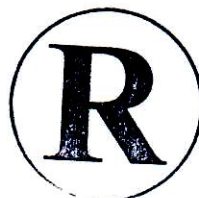
4. As already noted earlier, against the case of the petitioner and its evidence noted above, the respondent has neither filed any reply affidavit nor any evidence, oral or documentary. Since respondent's letter dated 17.04.2016 has been brought on record by the petitioner itself, it can safely be inferred that respondent had suffered losses and therefore, requested for deactivating signals for SPN and TVT network channels at the earliest. It is clear that the period of written agreement



was over after 31.12.2015 and there is no further agreement available on record. However, in Para 8, the petitioner has pleaded that the respondent was made aware about the expiry of the subscription agreement; through representations, respondent made false assurances that the agreement shall be renewed and requested to continue transmission of signals of petitioner's channels but did not pay the outstanding dues and caused losses to the petitioner.

5. Learned counsel for the petitioner has submitted that there is no reason to disbelieve or reject any part of petitioner's case and moreso, when the claim is supported by agreements, invoices and statement of account which have also not been challenged. It has been pointed out that the petition was filed in October 2016 and therefore, the claim is within the period of limitation and covered by a written agreement at least till December 2015. According to learned counsel for the petitioner, claim for dues for period after December 2015 should also be allowed because talks for renewal of the agreement were going on as pleaded in Para 8 which has not been denied.

6. Although there is no opposition to the petition but on a close scrutiny of materials available on record, it is found that petitioner's claim for recovery of subscription fees can be allowed only for the period covered by the written

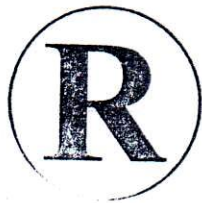


agreement i.e. till December, 2015 and for the next three months i.e. till March 2016 because of negotiations going on for renewal of the agreement. We are constrained to take this view on account of a judgment of this Tribunal dated 10.05.2016 in B.P. No. 611 of 2015 (**UCN Cable Network India Pvt. Ltd. Vs. Raj Cable Network & Anr.**) and B.P. No. 176 of 2015 (**Manthan Broadband Services Pvt. Ltd. Vs. Rajarhat Cable Broadband Services & Anr.**). The **UCN Network(supra.)** judgment has been followed in several other cases and recently in B.P.NO.160 of 2015 (**MSM Discovery Pvt. Ltd. Vs. Indiverse Broadband Pvt. Ltd.**) decided by us on 05.02.2019. In view of the **UCN Network(supra.)** judgment, we had enquired from the learned counsel for the petitioner as to what would be the total outstanding amount till March, 2016. Learned counsel gave the figures as Rs.3,59,314/-. Hence, we allow the claim of petitioner only in part, for Rs.3,59,314/- only. Although petitioner has claimed interest @ 18% per annum, in similar situations and in a large number of cases this Tribunal has allowed interest only @ 8% per annum. Following those cases, we allow interest only @ 8% per annum. As a result, the principal amount indicated above will be recoverable from the respondent along with interest @ 8% per annum from November 2016 till the date of this order and further till the time of recovery.



7. Since, nobody has appeared on behalf of the respondent, we permit only a token cost of Rs.10,000/-. The same shall also be recoverable along with amounts indicated above. The respondent is required to pay decretal amount within one month failing which the petitioner will be entitled to recover the entire amount through execution. The Registry is directed to prepare a decree in terms of this order at the earliest, preferably within one month.

8. The petition is allowed to the aforesaid extent.



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(S.K. Singh, J)  
Chairperson

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(A.K. Bhargava)  
Member