

**TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL****NEW DELHI****Dated 02<sup>nd</sup> April 2025****Broadcasting Petition No. 127 of 2020**

Hathway Digital Private Limited

...Petitioner

Vs.

M/s Star Vision Cable Network 3 &amp; Anr

...Respondents

**BEFORE:****HON'BLE MR. JUSTICE RAM KRISHNA GAUTAM, MEMBER**

For Petitioner : Mr. Nasir Husain, Advocate

For Respondents : None

**JUDGMENT**

1. This Petition, under Sections 14 and 14A (1) of the Telecom Regulatory Authority of India Act, 1997 (hereinafter referred to as "**TRAI Act**"), read with Section 14 (a)(ii), has been filed by Petitioner-Hathway Digital Private Limited, a Company incorporated under Companies Act, 1956, against M/s Star Vision Cable Network 3, through its Proprietor, Mr Sanjay Jain and M/s Digiana Projects Pvt. Ltd., Respondents, with a prayer for a decree, in the tune of Rs.

34,223/- (Rupees Thirty Four Thousand Two Hundred Twenty Three only), towards outstanding subscription dues, alongwith interest, @18% per annum, from the date of accrual to actual date of payment, alongwith direction to Respondents to return 39 STBs, in good and working condition to Petitioner, and in case of failure, to make payment, in the tune of Rs. 49,920/- (Rupees Forty Nine Thousand Nine Hundred and Twenty only) for those STBs.

2. In brief, the contention is that, Petitioner, entered in a contract with Respondent, Star Vision Cable Network 3, a Local Cable Operator, represented through its Proprietor, Mr Sanjay Jain, on 27.08.2019, and the said agreement, is **Annexure P-1** to the Petition. Petitioner, Hathway Digital Private Limited, is a Company incorporated, under the provisions of Companies Act, 1956, and is an MSO, engaged in the business of distribution of television channels, for which it holds license under Cable Television Networks Act.
3. Respondent No. 1, Star Vision Cable Network 3, is a Local Cable Operator, represented through its proprietor, in the name of Mr Sanjay Jain. Respondent No. 2, Digiana Projects Private Limited, is a competing MSO, having its registered office, given in the Petition.

4. On the request of the Respondent No 1, Petitioner agreed to provide its signals/ services to Respondent No. 1, for further retransmission to the subscribers, in the areas of Indore, by way an agreement, entered as Model Interconnect Agreement(MIA), on monthly subscription charges, written in it. 56 Set Top Boxes(STBs), were issued to Respondent No. 1, for providing Cable TV signals to the subscribers, in the areas of Indore. The TRAI guidelines were observed, and fully complied by Petitioner. Petitioner issued invoices on the Respondent No. 1, in accordance with payment schedule, given in Exhibit P-1, and those were received by Respondent. But, Respondent No. 1 used to make part payment, and was regular and chronic defaulter, in discharging its liabilities. Invoices raised and received by Respondent No. 1, are **Annexed P-2 (Colly)** to Petition.
5. Petitioner maintained its Statement of Account in its usual and ordinary course of business, and a copy of Statement of Account, with regard to Respondent No. 1, is **Annexure P-3** to Petition.
6. The outstanding dues stood against Respondent No. 1, in the tune of Rs. 34,223/- (Rupees Thirty Four Thousand Two Hundred Twenty Three only). The Respondent No. 1, migrated to the network of Respondent No. 2, without observing three weeks' notice, given under

Model Interconnect Agreement. This swapping was objected by Petitioner and by this Petition, Interim relief was claimed, and Interim Injunction was granted in favour of Petitioner. The STBs, which were swapped, and were not returned to Petitioner, were 39 in numbers. A notice, dated 27.01.2020, was issued, demanding the outstanding subscription dues, in the tune of Rs. 34,223/- (Rupees Thirty Four Thousand Two Hundred Twenty Three only), as well as return of 39 STBs, alongwith viewing cards, belonging to Petitioner, by Respondent No. 1. But, it was of no response.

7. The cause of action had arisen, within the jurisdiction of this Tribunal, within the period of limitation. Hence, this Petition, with above prayer.
8. The notices were served over Respondent, but, in spite of sufficient service, no appearance, nor any reply. Rather, order to proceed ex-parte against Respondent No. 1, was there.
9. On the basis of pleadings, following issues were framed by Court of Registrar, on 17.11.2021:

(i) Whether the instant Petition is maintainable in its present form?

(ii) Whether the Petitioner is entitled for the outstanding dues towards subscription charges from Respondents as claimed in the respective petition along with interest thereon?

(iii) Whether the Petitioner is entitled for recovery of STBs and viewing cards from the Respondents in good working condition or in the alternative the cost of the STBs as claimed in the Petition?

(iv) To what other relief / reliefs the Petitioner is entitled for?

10. In evidence, affidavit of Mr. Jayant Ramesh Chandra Agarwal, was got filed by Petitioner. No evidence by Respondent.

11. Written submission by Petitioner is on record.

12. Learned Counsel, appearing for Respondent No. 2, pressed the law propounded by this Tribunal, that because of being no Privity of Contract, in between, competitive MSO, and no proof of the fact of swapping, relief against Respondent No. 2, may not be granted. This proposition of law, was not disputed by Counsel for Petitioner.

13. Having heard and gone through material placed on record, the undisputed fact is that, Respondent in spite of service, did not appear to contest, nor the affidavit filed in evidence, got controverted and the contention of Petition, was reiterated in affidavit filed in support

of Petition, as well as, in the evidence filed by PW-1. The facts mentioned in Petition, are uncontroverted, by Respondent No. 1. The same has been proved, by way of affidavit, filed by Petitioner. The Model Interconnect Agreement, which was entered, in between, is **Annexure P-1**. The Statement of Account of Petitioner Company, maintained in its usual course of business, has been annexed with affidavit filed in evidence. The same reveals the dues of subscription amount, as well as STBs with viewing cards.

14. Under above facts and circumstances, the Petitioner had proved its case in all preponderance of probabilities, and these issues are to be decided in favour of Petitioner, as against Respondent No. 1. The same are being decided, as above.
15. On the basis of discussions made above, the Petition is liable to be decreed.

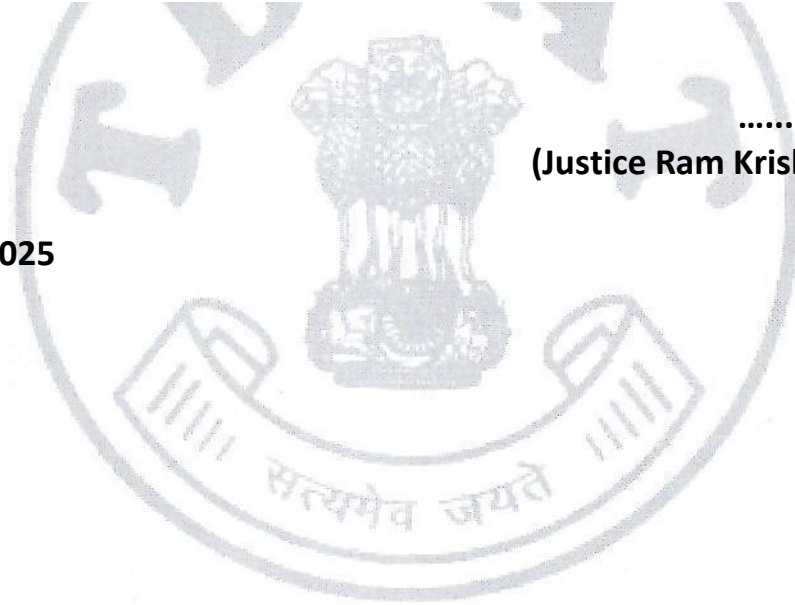
**ORDER**

The Petition is being decreed, with cost. Respondent No. 1, is being directed to make the payment, within two months, from the date of judgment, amount Rs. 34,223/- (Rupees Thirty Four Thousand Two Hundred Twenty Three only), towards outstanding subscription

dues, with Simple Interest of 9% per annum, from the date of its accrual to date of actual payment. He is further directed to make return of 39 STBs, in good and working condition, alongwith its viewing cards, and in case of its failure, to make deposit of Rs. 49,920/- (Rupees Forty Nine Thousand Nine Hundred and Twenty only), in the Tribunal, within two months, from the date of judgment for making payment to Petitioner.

Formal order / decree be got prepared by office, accordingly.

02.04.2025  
/BN/



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(Justice Ram Krishna Gautam)  
Member