

TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL**NEW DELHI****Dated 20th May 2025****Broadcasting Petition No. 700 of 2016**

DIGI CABLECOMM SERVICES INDIA PVT LTD ...Petitioner

Vs.

DILIP RAJAK (SOLE PROPRIETOR OF B.R. COMMUNICATION) ...Respondent

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

For Petitioner : Mr. Diggaj Pathak, Advocate
Ms Shweta Sharma, Advocate
Ms Vaibhavi Pathak, Advocate

For Respondent : None

JUDGMENT

1. This petition, under Section 14, read with Section 14A, of the Telecom Regulatory Authority of India Act, 1997, as amended to date, (hereinafter referred to as '**TRAI Act**'), has been filed by Petitioner. DIGI Cablecomm Services Pvt. Ltd., against Dilip Rajak, sole proprietor of B.R Communication P-47, Swarup Kalika Place, Naskarhat,

Ballygunge, Kolkata-700039, West Bengal, with a prayer for a Decree of Rs. 37,18,944/- (Rupees Thirty Seven Lakh Eighteen Thousand Nine Hundred Forty Four Only), towards outstanding subscription dues, and Rs. 1,34,63,965/- (Rupees One Crore Thirty Four Lakh Sixty Three Thousand Nine Hundred Sixty Five Only), towards the outstanding STBs rental, calculated at the rate of Rs. 55.66 per STBs, with a further direction for return of 13,000 STBs, along with Viewing Cards, remote control units, and other accessories, to the Petitioner, in good and working condition, or in lieu of same, to pay Rs. 2,60,00,000/- (Rupees Two Crores sixty lakhs), for above STBs and accessories. An interest, at the rate of 18% per annum, on above claimed amounts, in all those heads, be awarded.

2. In brief, the petition contends, that the Petitioner, is a company, registered under the provision of Indian Companies Act, 1956, and was involved as, Multi System Operator (MSO), having its presence, in and around the city of Kolkata, its peripheries, and also to various other districts in the State of West Bengal. It operates in many major cities of West Bengal, and has multiple placement agreements/definitive legal Memorandum of Understandings, with the Broadcasters/Distributors, for retransmitting their respective TV

channel signals, to Local Cable Operators/affiliates, of Sub-Operators/MCR's/ICO's, affiliated to the Petitioner/subscribers, forming part of the Petitioner's network. Mr Anirban Ghosh, is the authorized person, duly authorized by Petitioner's Company, in its Board Resolution, dated 07.11.2016, to file petition, for and on behalf of petitioner Company, and this has been filed by him. The said Board Resolution, is Annexure P-1 to petition.

3. The Respondent is a cable operator, duly registered, under the Cable Television Network Regulation Act, 1995, and the rules framed thereunder, having its business, in DAS-I area of Kolkata, and is a cable operator, providing signals to its individual subscribers. The Respondent was availing signals from the Petitioner's network and had also obtained Set Top Boxes from the Petitioner. Respondents had approached Petitioner, to avail the signals/services of petitioner, and the facilities so extended for the purpose of providing connection, through its cable network system, to its subscribers. Pursuant thereto, Petitioner and Respondent, entered into an inter-connect agreement, dated 19.04.2014, which authorized Respondent to receive the signals from the Petitioner, and to further transmit the same to its subscriber in the DAS-I area of Kolkata. The tenure of this agreement was of five

years. The rate at which the Respondent was to pay subscription fee to Petitioner, was Rs.89/- per STB, exclusive of taxes. The STB rental rate was agreed at Rs 55.66 per STB, which is the rate, specified by the TRAI, in its Tariff Order. The said inter-connect agreement, dated 19.04.2014, entered, in between, is Annexure P-2 to petition. Respondent had requested the Petitioner for Set Top Boxes, for the purpose of deploying the same at its subscriber's premises, for availing the signals of Petitioner. Accordingly, a total of 13,000 Set Top Boxes, along with its accessories i.e., Adaptors, Viewing Cards, Remote Controls and AV Cord etc. were issued to Respondent, as per details given, in Para 7 of this petition. The delivery challans, issued to the Respondent, in lieu of 13,000 STBs, and accessories, are Annexure P-3 (Colly) to petition. These STBs and accessories, were issued free of cost that is with no security deposit, or installation charges. Rather, in accordance with a deed of undertaking, signed and executed, in between, on 29.04.2014. According to this deed of undertaking, Respondent had promised to inter alia, deploy and install, the STBs at the subscriber's premises, and to deposit subscriber application forms, and package authorization forms, with Petitioner. He was to collect STBs rental and subscription forms, from the Subscriber, to pay the

same to the Petitioner, upon the receipt of invoices. It was not to remove shift, or replace the STBs, from the subscriber's location, without the written consent, from the Petitioner. The Respondent was to be in association with Petitioner, for the next five years, and in case of failure to do so, to compensate the Petitioner at the rate of Rs 2500/- per STB. In case of migration, before the expiry of five years, he was to unconditionally, return all STBs, back to the Petitioner, in good and working condition. This Deed of Understanding is Annexure P-4 to the petition. Petitioner raised the invoices upon the Respondent for the subscription fees, by furnishing detailed statement of account, from time to time. Those invoices were duly received, and acknowledged by Respondent, few of them ranging for a period of March 2015 to October 2016, are annexed with petition as Annexure P-5 (Colly). Till September 2016, part payment was made by Respondent, towards those invoices, but after that it has stopped making payments. In September 2016, it came to notice that Respondent had stopped retransmitting the signal of petitioner. Rather it had migrated to some other MSO. Respondent had swapped 13,000 STBs, belonging to Petitioner, with competitor MSO, illegally and without observing, Inter-connect Regulation. Petitioner issued

notice, as mandated by Regulation 6(4) and 6(5) of the DAS Regulations, on 08.11.2016, informing the general public about the petitioner's intention to disconnect the signals, being transmitted, by the Respondent. This notice is Annexure P-6 (Colly). A demand letter, dated 29.10.2016, was got issued by Petitioner, to Respondent, demanding the payment of outstanding subscription dues, amounting to Rs 37,18,944/- (Thirty Seven Lakh Eighteen Thousand Nine Hundred Forty Four Only) and Rs 1,34,63,965/- (One Crore Thirty Four Lakh Sixty Three Thousand Nine Hundred Sixty Five Only) towards STBs rental, along with interest, at the rate of 18%, till date of actual payment. There was a request for return of all those 13,000 STBs, valued Rs 2,60,00,000/- (Rupees Two Crore Sixty Lakh Only), along with their accessories. This letter, dated 29.10.2016, sent by Petitioner to Respondent, along with its delivery proof is Annexure P-7 to petition. Follow up requests were made, but Respondent paid no heed, ultimately, on 05.11.2016, Petitioner was constraint to approach the local Police Station, for filing a complaint against the Respondent. Approximate cost of single STB, along with its accessories, roughly comes to Rs 2000/- each. Copy of the invoices, evidencing this price is Annexure P-10 (Colly) to petition. A cause of

action, within jurisdiction of this Tribunal, had arisen; hence, this petition, with above prayer, under period of limitation, has been filed as above.

4. Reply, was with preliminary objection of non-maintainability of petition, in present form. There is no cause of action, whatsoever, in favour of Petitioner, against the Respondent. From the very perusal of inter-connect agreement, dated 19.04.2014, it is apparent that there was no understanding, between the parties, that the Respondent was under the obligation to pay STB rental, at the rate of Rs 55.60. Respondent was never supplied with 13,000 STBs, as alleged by Petitioner. The alleged delivery Challans, annexed by the Petitioner (Annexure P-3), is false, fabricated and only prepared for the purpose of filing this vexatious litigation, where perusal of signature, along with stamp of Respondent, on the said delivery challans, demonstrates that the same are different from the signature, and the stamp, on the Inter-connect Agreement. Annexure P-3, filed with petition, is fabricated, forged document, required to be put to strict proof. The statement of account, filed by Petitioner as Annexure P-11 and P-12, are also false and fabricated. In a reply, filed on 08.03.2017, it was said by Respondent that Respondent was only provided with

2200 STBs, by the Petitioner, which were ordered, by interim order, to be returned to the Petitioner, and in compliance of above order, 2198 STBs, were returned to the Petitioner, on 17.07.2017, which has been duly received, and acknowledged by Petitioner. Remaining two STBs were damaged and are still in possession of Customer. As observed by this Tribunal, in its order, dated 25.04.2017, Respondent is entitled to receive the amount, paid by it, at the time of receiving, the said 2200 STBs, parties never implemented, the Deed of Undertaking, with regard to STBs. Rather, after signing of the Deed of Undertaking, on behalf of the Respondent, the same was returned to Petitioner, for counter signatures. It was upon the understanding that the said Deed of Undertaking, will never be enforced. Terms of agreement, dated 19.04.2014, entered, in between, required to raise regular invoices, upon the Respondent, with regard to subscription dues. But Petitioner failed to comply with the contractual obligations, as stipulated in this Interconnect Agreement. The alleged invoices, annexed as Annexure P-5, were never issued, nor received, by the Respondent. Rather, those are false and fabricated one. The claimed outstanding subscription charges, are with no basis. Rather, Respondent had complied with all obligations. There was default on

the part of Petitioner that signals provided by Petitioner, were of low and poor quality, for which Respondent received many complaints, from its subscribers, and it was complained to Petitioner, but Petitioner without any intimation/notice, whatsoever, disconnected the supply of its TV Channels signals, to the Respondent's network in the month of November 2016. Hence, Respondent was constraint to discontinue with the network of the Petitioner. Respondent by its Email dated 08.11.2016, duly informed Petitioner, about aforesaid termination of services. In view of above, the present petition is liable to be dismissed with cost.

5. On the basis of pleadings of both sides, Court of Registrar, framed following issues on 11.10.2017:

- (i) Whether petitioner is entitled for amount alongwith interest from respondent as claimed in the petition?
- (ii) Whether respondent is liable to return remaining 10802 STBs alongwith set of accessories to the petitioner, alternatively, whether respondent is liable to pay suitable cost in lieu of STBs and set of accessories?
- (iii) Whether the alleged delivery challans filed by the petitioner are fabricated and false?

(iv) Whether the statement of accounts filed by the petitioner is false and fabricated?

(v) Whether the petitioner is liable to refund the amount paid by the respondent at the time of receiving STBs?

6. Evidence of PW 1 Koushik Mitra for Petitioner and Dilip Rajak DW 1 got filed by Respondent.

7. Opportunity of oral evidence was given, but it was not availed by Counsel for Petitioner, as has been written in order sheet, dated 27.04.2018, nor oral evidence by Respondent, got filed. Rather mentioning by both side was there on 05.08.2022, that pleadings and evidence of both side were complete. Hence, opportunity for filing written submission was given to both side, but it was filed by Petitioner only, and none appeared for Respondent, resulting an order, to proceed ex-parte on 03.11.2022, and since then, matter was running ex-parte, wherein Respondent never appeared, nor availed opportunity of oral argument.

8. Heard argument of Petitioner and gone through material placed on record

9. Hon'ble Apex Court in **Anil Rishi Vs. Gurbaksh Singh – AIR 2006 SC 1971** has propounded that onus to prove a fact is on the person who

asserts it. Under Section 102 of the Indian Evidence Act, initial onus is always on the plaintiff to prove his case and if he discharges, the onus shifts to defendant. It has further been propounded in **Premlata Vs. Arhant Kumar Jain- AIR 1976 SC 626** that where both parties have already produced whatever evidence they had, the question of burden of proof ceases to have any importance. But while appreciating the question of burden of proof and misplacing the burden of proof on a particular party and recording of findings in a particular way will definitely vitiate the judgment. The old principle propounded by Privy Council in **Lakshman Vs. Venkateswarloo – AIR 1949 PC 278** still holds good that burden of proof on the pleadings never shifts, it always remains constant. Factually proving of a case in his favour is cost upon plaintiff when he fulfils, onus shifts over defendants to adduce rebutting evidence to meet the case made out by plaintiff. Onus may again shift to plaintiff. Hon'ble Apex Court in **State of J&K Vs. Hindustan Forest Co. (2006) 12 SCC 198** has propounded that the plaintiff cannot obviously take advantage of the weakness of defendant. The plaintiff must stand upon evidence adduced by him. Though unlike a criminal case, in civil cases there is no mandate for proving fact beyond reasonable doubt, but even preponderance of

probabilities may serve as a good basis of decision, as was propounded in **M. Krishnan Vs Vijay Singh- 2001 CrLJ 4705**. Hon'ble Apex Court in **Raghvamma Vs. A Cherry Chamma – AIR 1964 SC 136** has propounded that burden and onus of proof, are two different things. Burden of proof lies upon a person who has to prove the facts and it never shifts. Onus of proof shifts. Such shifting of onus is a continuous process in evaluation of evidence. In all civil cases, required degree of proof is preponderance of probabilities.

10. **Issue No.2**

Petitioner, a Company registered under the provisions of Indian Companies Act, 1956, a Multi System Operator (“MSO”), having its presence in and around the city of Kolkata, and it's peripheries along with various other districts in the State of West Bengal, for operating in major cities of the West Bengal, in Broadcasting/ Distributing/ retransmitting their respective TV channel signals, to the Local Cable Operators/ Affiliate Sub Operators/ MCR's/ ICO's affiliated to the Petitioner and/ or subscribers forming part the Petitioner's network, is undisputed fact.

11. The Respondent, being a cable operator, duly registered under the Cable Television Network Regulation Act, 1995, and the rules framed

there under, having its business in the DAS-I area of Kolkata, being involved in cable operator business for providing signals retransmitted to its individual subscriber, is undisputed fact. Respondent's availing signals from Petitioner's network, by obtaining Set Top Boxes from the Petitioner, is undisputed fact.

12. The execution of Interconnect Agreement, dated 19.04.2014, in between Petitioner and Respondent, whereby, Respondent was authorized to receive the signals from the Petitioner, for retransmitting the same to its subscribers in the DAS-I area of Kolkata, under the terms and conditions contained in this agreement, for a period of 05 years as per the Clause 13 of the agreement, at the rate of Subscription fee payable to the Petitioner, @ Rs 89 per Set Top Boxes (STB), exclusive of taxes, is undisputed fact. The rate of Rental valued per STB was said to be agreed in between at the rate of Rs. 55.66, as was specified by the TRAI, in its tariff order, is being disputed by Respondent. But the specific contention, with regard to payment towards Rental per STB or the rate fixed by TRAI for this head to be of other value, is not there in the written reply filed by Respondent. Whereas, this has been categorically written in Petition as well as Affidavit filed in Evidence by Petitioner. Annexure P-2 is the

agreement, entered on 19.04.2014 which is undisputed document. The same has been annexed with Petition and statement on oath in Affidavit filed in Evidence by Petitioner. The terms and conditions, written in this undisputed agreement, is to be taken, in between the lines, in its interpretation.

13. The Clause 8 of this agreement, specifically reveals that “the affiliates shall deposit with the MSO a sum of Rs NIL/ Rupees NIL only interest free refundable security deposit---“. Meaning thereby, no security deposit was there and it was never paid.

14. The Clause 10 of this agreement, specifically provides, the undertaking, that affiliate hereby recognizes the exclusive ownership of the Property/ Hardware wherever it is provided with MSO, and shall not have any claim or any right, title or interest or lien of whatsoever nature. MSO is the owner/ user of the hardware. The Sub Clause VII of Clause 10 of this agreement was with specific mention that Cable TV Network shall be run in accordance with the provisions of the Cable Television Network (Regulation) Act, 1995 and the rules made there under. The Rental charges for STBs are being claimed, in accordance with the Tariff rule made under above Regulation Act, 1995.

15. The specific admission of Respondent in its reply is of this fact, that, it stopped transmitting signals of MSO, Petitioner owing to alleged low and poor quality signals being provided by Petitioner and ultimately Petitioner got disconnected the supply of its TV channel in the month of November 2016, whereas, the burden of proving this fact that there was poor and low quality signal relay by Petitioner MSO, for which complaint was made by Respondent LCO was upon Respondent. But neither it was pleaded in specific, nor it was proved. As has been written (supra) that even after grant of time, neither cross-examination opportunity of Petitioner's witness nor furnishing of any oral testimony by Respondent was availed by Respondent. Hence, this burden which was lying upon Respondent had not been obeyed. Hence, this fact pleaded by Respondent was not proved, whereas, specific admission is of transferring and moving to competitor MSO by Respondent in defiance of the interconnect agreement Exhibit P-2.

16. The alleged understanding, in between, and there upon the delivery of 13,000 STBs along with its accessories had been said in the statement made on oath in Evidence Affidavit. The challans, annexed as Annexure P-3, as well as Exhibit PW-1/3, 1/4, 1/5, of the Evidence of the Petitioner, substantiates the supply of STBs in the tune of No.

3,000 on 19.04.2014, No. 5,000 on 01.12.2014 and No. 5,000 on 24.02.2015. In total No. 13,000, out of which, admittedly about 2,200 STBs, were returned by Respondent, in compliance of Ad-interim order of this Tribunal.

17. The factum of delivery of those 13,000 and return of few of STBs in compliance of Ad-interim order, remaining the balance in the tune of 10,802 is substantiated by the documentary Evidence of the delivery challan filed by Petitioner, annexed as Annexure P-3 to Petition as well as Annexure PW-1/3, 1/4 and 1/5 of the Evidence of Petitioner. These receipts, specifically mention the delivery of 13,000 STBs by Petitioner to the Respondent and each of these receipts are with stamp along with address and signature of the Respondent. It has been said in the reply that these challans and receipts were forged and fabricated documents. They are with no signature of Respondent.

18. Now this burden was upon Respondent to either cross-examine PW-1 of this fact or to prove these documents with his no signature rather forged and fabricated by proving it, by expert witness or the person who is being said to have signed these documents, to come in the witness box and to prove the signature to be not of his own, subject to opportunity of cross examination by other side. But, neither these

proof were made by Respondent, nor Petitioner's witness was cross-examined on this fact.

19. Hence, the burden of proof which was fastened upon the Petitioner has been borne by Petitioner. Hence, this is with all probable Evidence. The agreement itself, as has been written (supra), is with this recital that those STBs and accessories were provided with no security or cost. In utter precaution, a deed of understanding was signed and executed in between on 29.04.2014, Annexure P-4, wherein, Respondent had promised to collect STBs Rental and subscription from the subscribers and to pay the same to the Petitioner, upon receipt of invoices for a associate period of 5 years.
20. Hence, the Petitioner had proved the delivery of those numbers of STBs, written in the pleading, and return of few, in compliance of Ad-interim order, by Respondent, the remaining, being 10,802. The cost per STB was said to be Rs. 2000/- and this was to be paid by Respondent in case of non return of same. Hence, this issue is being decided in favour of Petitioner.

21. Issue No.3

The delivery challans, filed by Petitioner, and receipts with regard to same, is being said to be forged and fabricated, whereas, it was said to be executed by way of understanding in between. Apparently, these are with stamp and signature of Respondent. This fact was to be proved by Respondent, by its oral Evidence, by saying that the same are not with its signature and stamp and it may be cross-examined by Petitioner or by cross-examining Petitioner's witness on this fact alongwith or otherwise, by proving expert Evidence on this fact, by hand writing expert or Forensic Laboratory. But, this Evidence has not been given by Respondent. Neither he entered in witness box nor he cross examined the Petitioner's witness. Nor any expert Evidence was brought on record. Whereas, the bare perusal of the signature, alongwith stamp on the delivery challan, annexed as Annexure P-3, Exhibit PW- 1/3, 1/4 and 1/5 as well as signature along with stamp on the subscription agreement, Annexure P-2, reveals the signature of Respondent, over it.

22. Hence, the same has been proved by Petitioner with all preponderance of probabilities. Whereas, Respondent failed to

discharge burden of proof, lying upon it. Hence, this issue is being decided in favour of Petitioner as against Respondent.

23. Issue No. 4

The agreement entered, in between, and annexed with Petition as Annexure P-2, proved by way of Evidence of PW-1, is with specific provision in Clause 7, that MSO shall raise Bill/ invoices from time to time on the subscribers, through affiliate which inter alia, will collect the subscription charges, STB Rental, other charges, applicable taxes etc., as per subscribed schemes and as per the rates/ tariffs and policies of MSO from time to time. The details pertaining to subscribers including Bills/ invoices of the subscribers shall be maintained and updated by MSO on its online system.

24. Sub clause 3 provides, that the affiliate shall be responsible for collection and forthwith deposit of the entire Billed/ invoiced amount realised from the subscribers, based on the Bills/ Invoices issued by MSO through its online system. The affiliate shall be solely responsible, for collection of entire Billed/ Invoiced amount from the subscriber. Deposit of entire Billed/ invoiced amount with the MSO.

25. The collection of subscription charges, the Rental etc., is to be made by affiliate and is to be deposited with MSO. The Statement of Account is to be maintained, whereas, no Statement of Account has been placed by Respondent, for agreed 2200 STBs taken and operated, towards the agreement entered, in between, undisputedly. Whereas, the Statement of Accounts, filed by Petitioner, which are specifically given at page nos. 84 and 85, are with regard to subscription outstanding payable by Respondent on the running STBs as well as calculation for the STBs Rental payable by Respondent towards the Rental on STBs supplied to the Respondent.

26. These facts have been said on oath by Petitioner, in its Evidence. But, they were neither contradicted by putting the witness in the cross examination or by filing Statement of Accounts maintained by Respondent. Hence, the Statement of Accounts, filed by Petitioner, has been duly proved by its Evidence.

27. Hence, this issue is being decided in favour of Petitioner.

28. **Issue No 5**

As has been discussed in Issue No. 2, no amount of security was deposited towards the STBs and accessories supplied by MSO

Petitioner. Hence, no question of its refund arises, nor it could be proved by Respondent, who neither examined itself in oral Evidence nor cross examined Petitioner's witness.

Accordingly, this Issue is being decided against Respondent.

29. Issue No 1

Two heads of claim is there. First is for subscription dues, claimed by Petitioner, arising out of interconnect agreement, dated 19.04.2014, for which time to time invoices were raised upon Respondent with detailed Statement of Accounts. Issuing of these invoices and service of them by way of acknowledgement by Respondent is specifically said in Annexure P-5 (Colly) to Petition and said on oath, in ex-parte Evidence Affidavit, Exhibit PW-1/7 to 1/26. Though Respondent claims that it never received the invoices, but it has been specifically shown in Statement of Accounts that part payment, towards those subscription dues, have been made by Respondent. The same is proved by way of Annexure P-11 as well as Exhibit PW-1/48.

30. As per Interconnect Agreement 19.04.2014 which is undisputed, rate of subscription charge was written to be Rs 89/- per STBs, exclusive of taxes, whereas, STB Rental was Rs. 55.66/- per STB, as per TRAI

Regulation. The existing outstanding subscription charges were Rs. 37,18,944/- (Rupees Thirty Seven Lakhs Eighteen Thousand Nine Hundred and Forty Four) and this has been said on oath, by Petitioner witness with no cross examination on this point or Evidence on oath with Statement of Account of Respondent on this point. Hence, this outstanding subscription charge in the tune of Rs 37,18,944/- (Rupees Thirty Seven Lakhs Eighteen Thousand Nine Hundred and Forty Four) has been fully proved by Petitioner.

31. The second head is of STBs Rental and as has been decided in issues previously dealt with, the STBs Rental was specifically as per tariff order of Rs 55.66 per STB, amounting to Rs 1,34,63,965/- (Rupees One Crore Thirty Four Lakhs Sixty Three Thousand Nine Hundred Sixty Five). This Statement of Account, calculating the outstanding STBs Rental is Annexure P-12 with its proof by Exhibit PW-1/49 in ex-parte Evidence Affidavit. Hence, the claims towards both of these heads have been proved by Petitioner against Respondent. Hence, this issue is being decided in favour of Petitioner.

32. On the basis of discussions made above, this Petition merits to be allowed with regard to balance of subscription dues, STBs Rental, return of STBs and its accessories in number 10,802.

33. The rate of interest, *pendente lite* and future, till actual payment, is to be the rate, which is being provided by this Tribunal in many previous decided cases, considering the present fiscal scenario and the policies, i.e., @ of 9% simple interest per annum, towards the decreed claim.

ORDER

The Petition is being allowed with cost. Respondent Dilip Rajak, Sole Proprietor of B R Communication is being directed to make deposit of Rs 37,18,944/- (Rupees Thirty Seven Lakhs Eighteen Thousand Nine Hundred Forty Four Only) towards balance subscription dues along with Rs 1,34,63,965/- (One Crore Thirty Four Lakh Sixty Three Thousand Nine Hundred Sixty Five Only), towards outstanding STB's Rental, calculated @ of Rs. 55.66 per STBs, along with *pendente lite* and future interest, till the date of actual payment, for above amount in the tune of Rs 9% simple interest per annum, within two months from date of judgment, for making payment to Petitioner. He is further being directed, to return 10,802 STBs, along with its accessories, in good and working condition to Petitioner, within two months of Judgment or to make deposit of Rs 2,16,04,000/- (10802*2000) (Two Crores Sixteen Lakh Four Thousand Only) @ of Rs 2000/- per STBs, along with its accessories in the

Tribunal for making payment to Petitioner. Failing in compliance of all these directions, the same will be realized by due process.

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

.....
(Justice Ram Krishna Gautam)
Member

20.05.2025
/DM/

