

TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL

NEW DELHI

Dated 10th September 2025

Broadcasting Petition No. 309 of 2013

With M.A No. 32 of 2014 and MA No. 311 of 2023

Taj Television (India) Pvt. Ltd.

...Petitioner

Vs.

Digicable Network India Pvt. Ltd.

...Respondent

BEFORE:

HON'BLE MR. JUSTICE RAM KRISHNA GAUTAM, MEMBER

For Petitioner

:

Mr.Kunal Vats, Mr. Sanyam Suri,
Mr. Shitanshu Abhishek, Advocates

For Respondent

:

Mr. Karan Batura, Mr. Dipanshu Krishnan,
Ms. Tanvi Sapra, Advocates

JUDGMENT

1. This Broadcasting Petition No. 309 of 2013, Taj Television (India) Pvt. Ltd. Vs. Digicable Network India Pvt. Ltd., has been filed with

a prayer for a decree in favour of petitioner, against the respondent, for an amount of Rs. 6,23,90,060/- only, being the outstanding subscription fees, payable by respondent, to the petitioner, with a further prayer, of award of interest, @ 12% p.a. in favour of the petitioner, on the aforesaid principal amount, from the due date, till date of actual payment, *pendente lite* and future.

2. This was with reply by respondent, wherein the liability was denied, and a request was for dismissing the petition.
3. During the pendency of this petition, an application, bearing M.A. No. 311 of 2023, was filed by respondent, against the petitioner with a prayer for issuing a direction, whereby disposing of the captioned petition No. 309 of 2013, in terms of the approval of Resolution Plan of the respondent herein, by Hon'ble National Company Law Tribunal(NCLT), Mumbai Bench, vide order, dated 12.01.2023, in CP(IB) No. 297 of 2019, and in view of the law laid down by Hon'ble Apex Court, in the matter of Ghanashyam Mishra & Sons (P) Ltd. Vs. Edelweiss Asset Reconstructions Co. Ltd. (2021) 9 SCC 657.

4. In brief, the contention of this MA is that the captioned petition has been filed by petitioner, for a decree, against the respondent, for an alleged outstanding subscription fee, which is pending adjudication before this Tribunal, wherein pleadings have been exchanged and filed. But, during the pendency of captioned petition, certain key factual developments has taken place, wherein Axis Bank Ltd., being a financial creditor of the applicant, filed an application, bearing CP(IB) No. 297 of 2019, under section 7 of the Insolvency and Bankruptcy Code, 2016 (IBC Code 2016), before NCLT, Mumbai Bench, seeking initiation of Corporate Insolvency Resolution Process(CIRP) of the applicant company, on account of default in repayment of outstanding dues, owned towards it. The NCLT, vide order, dated 4.12.2020, in CP(IB) No. 297 of 2019, admitted the said petition, under section 7, thereby appointed an IRP, while initiating the CIRP proceeding. Upon deliberation on the Resolution Plan, received in the matter, the Committee of Creditors, in its meeting, held on 24.3.2022, approved the Resolution Plan, filed by one resolution applicant, with 100% voting, in accordance with the provisions of IBC. Subsequently, the Resolution Professional of the applicant

had filed an application IA No. 991 of 2022, in CP(IB) No. 297 of 2019, before NCLT, Mumbai Bench, in accordance with section 30 & 31 of IBC, seeking approval of said Resolution Plan. The NCLT, vide its order dated 12.1.2023, in IA No. 991 of 2022 in CP(IB) No. 297 of 2019, approved the Resolution Plan, with, inter alia, following observation :

“20. In view of the discussions and the law thus settled, the instant Resolution Plan meets the requirements of Section 30(2) of the Code and Regulations 37, 38, 38(1A) and 39(4) of the Regulations. The Resolution Plan is not in contravention of any of the provisions of Section 29A of the Code and is in accordance with law. The Resolution Plan is feasible and viable. There are no workers claims. Resolution Applicant agreed to pay the full CIRP costs and also future costs if any as certified by the Resolution Professional and CoC. The Resolution Plan balances the interest of all the stakeholders and thus it deserves to be approved.”

Copy of order, dated 12.1.2023, passed by NCLT, as above, is Annexure-1 to this application.

5. The approved resolution plan was Annexure-2 to this application. Subsequent to approval of resolution plan, applicant company has been taken over by the new management, and is presently represented / appearing, before this Tribunal, through

the said new management only. The above referred resolution plan has been approved by NCLT, under the powers entrusted to it under section 31 of IBC Code. The expounding on the liabilities of new management post taken over under a resolution plan and the crystallization of debts for the clean slate for the new management. The Hon'ble Supreme Court of India, in *Ghanashyam Mishra & Sons (P) Ltd. Vs. Edelweiss Asset Reconstructions Co. Ltd.* (2021) 9 SCC 657, has propounded the proposition of law, that once a resolution plan is duly approved by the Adjudicating Authority under sub section (1) of Section 31, the claims as provided in the resolution plan shall stand frozen and will be binding on the Corporate Debtor and its employees, members, creditors, including the Central Government, any State Government or any local authority, guarantors and other stakeholders. On the date of approval of resolution plan by the Adjudicating Authority, all such claims, which are not a part of resolution plan, shall stand extinguished, and no person will be entitled to initiate or continue any proceedings in respect to a claim, which is not part of the resolution plan. Pursuant to approval of resolution plan of the applicant, all claims of the

petitioner, whether fixed before the IRP/RP or not, qua the respondent, stand extinguished and the petitioner is no more entitled to pursue the captioned petition any more. In terms of above proposition of law, the claims of the petitioner herein do not survive, and the captioned petition, has become infructuous, and deserves to be disposed of, accordingly. Hence, this application with above prayer.

6. Even after grant of sufficient time and taking of sufficient time by learned counsel for petitioner, no reply to this application was filed. Ultimately, arguments were heard.

7. Learned counsel for petitioner has vehemently opposed this application, with contention that in this very proceeding, resolution professional, Mr. Shamsheer Bahadur Singh was present, on 20.10.2022, and he was aware of this petition, with prayer of above decree, for outstanding subscription dues.

Whereas, the resolution plan, is being said to have been approved by NCLT, on 12.1.2023 i.e., subsequent to appearance of RP, before this Tribunal, having exclusive jurisdiction, under TRAI Act, to adjudicate the matter in this dispute, between two service providers, which is with bar of any other forum of Civil

Court, in any general or special Act. Whereas IBC Code, 2016, being a non-adjudicatory authority is with no jurisdiction to decide this lis, which was pending before this Tribunal. Hence, this claim ought to be there in the information gathered and mentioned by IRP, and subsequently, RP in its proceedings, under IBC Code. But deliberately, the same was not there. Rather, this plea has been taken, after the approval of resolution plan, which may never be available to respondent. A duty has been imposed, upon resolution professional, to get the information of creditors, and include it in its registers, before further proceeding. The very purpose for initiating IRP proceeding has been written to be failure of respondent company, in its observance, with regard to broadcasting services, which is within the domain of this specified TDSAT Tribunal. But deliberately, no mention of any of the litigation, pending before this TDSAT Tribunal, was made in the statement of information regarding the respondent company. Hence, this deliberate inaction and the appearance and knowledge of Mr. Shamsheer Bahadur Singh, RP, much before the approval of resolution plan, will not be of any avail to respondent company.

8. Whereas, learned counsel for respondent has vehemently pressed its argument on ground of law, propounded by Hon'ble Apex Court, in Ghanashyam Mishra & Sons (P) Ltd., through its authorised signatory Vs. Edelweiss Asset Reconstructions Co. Ltd. (2021) 9 SCC 657, and the law laid down by NCLAT, in 2024 SCC Online NCLAT 1264 (TRAI Vs Reliance Telecom Ltd.), which was with regard to TDSAT jurisdiction itself. The law laid down by Hon'ble Apex Court, in Ghanashyam Mishra case(Supra), is on the three issues framed by Hon'ble Apex Court :

(i) As to whether any creditor including the Central Government, State Government or any local authority is bound by the Resolution Plan once it is approved by an adjudicating authority under subsection (1) of Section 31 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as 'I&B Code')?

(ii) As to whether the amendment to Section 31 by Section 7 of Act 26 of 2019 is clarificatory/declaratory or substantive in nature?

(iii) As to whether after approval of resolution plan by the Adjudicating Authority a creditor including the Central Government, State Government or any local authority is entitled to initiate any proceedings for recovery of any of the dues from the Corporate Debtor, which are not a part of the Resolution Plan approved by the adjudicating authority?

9. While answering these three questions, the conclusion, in para 102.1, is stated that :

“once a resolution plan is duly approved by the Adjudicating Authority under sub section (1) of Section 31, the claims as provided in the resolution plan shall stand frozen and will be binding on the Corporate Debtor and its employees, members, creditors, including the Central Government, any State Government or any local authority, guarantors and other stakeholders. On the date of approval of resolution plan by the Adjudicating Authority, all such claims, which are not a part of resolution plan, shall stand extinguished and no person will be entitled to initiate or continue any proceedings in respect to a claim, which is not part of the resolution plan”.

In para 102.2 of the judgment, it has been written that “the 2019 amendment to Section 31 of the I&B Code is clarificatory and declaratory in nature and therefore will be effective from the date on which I&B Code has come into effect”.

In para 102.3 it has been further propounded that “consequently all the dues including the statutory dues, owed to the Central Government, any State Government or any local authority, if not

part of the resolution plan, shall stand extinguished and no proceedings in respect of such dues for the period prior to the date on which the Adjudicating Authority grants its approval under Section 31 could be continued”.

10. Hence, the law has very well been propounded that once resolution plan has been approved, then no dues, having mention in the resolution plan or no mention in resolution plan, is to be persuaded.
11. The very objection, raised by counsel for petitioner, has been discussed in para 67 of the judgment of Ghanashyam Mishra(Supra) that perusal of Section 29 of the I&B Code read with Regulation 36 of the Regulations would reveal, that it requires RP to prepare an information memorandum containing various details of the Corporate Debtor so that the resolution applicant submitting a plan is aware of the assets and liabilities of the Corporate Debtor, including the details about the creditors and the amounts claimed by them. It is also required to contain the details of guarantees that have been given in relation to the debts of the corporate debtor by other persons. The details, with

regard to all material litigation, and an ongoing investigation or proceeding initiated by Government and statutory authorities are also required to be contained in the information memorandum. So also the details regarding the number of workers and employees and liabilities of the Corporate Debtor towards them are required to be contained in the information memorandum. All these details are required to be contained in the information memorandum so that the resolution applicant is aware, as to what are the liabilities, that he may have to face and provide for a plan, which apart from satisfying a part of such liabilities would also ensure, that the Corporate Debtor is revived and made a running establishment. The legislative intent of making the resolution plan binding on all the stakeholders after it gets the seal of approval from the Adjudicating Authority upon its satisfaction, that the resolution plan approved by CoC meets the requirement as referred to in subsection (2) of Section 30 is, that after the approval of the resolution plan, no surprise claims should be flung on the successful resolution applicant. The dominant purpose is, that he should start with fresh slate on the basis of the resolution plan approved.

Para 71 specifically provides that as held by this Court in the case of Pr. Commissioner of Income Tax vs. Monnet Ispat and Energy Ltd., in view of provisions of Section 238 of I&B Code, the provisions thereof will have an overriding effect, if there is any inconsistency with any of the provisions of the law for the time being in force or any instrument having 10 SLP(C) No.6483/2018 (order dated 10.8.2018) effect by virtue of any such law. As such, the observations made by NCLAT to the aforesaid effect, if permitted to remain, would frustrate the very purpose for which the I&B Code is enacted.

12. Hon'ble Apex Court in para 59 of the judgment has discussed about the law propounded by Hon'ble Apex Court in Innoventive Industries Ltd. Vs ICICI Bank that "as soon as the application is admitted, a moratorium in terms of Section 14 of the Code is to be declared by the adjudicating authority and a public announcement is made stating, inter alia, the last date for submission of claims and the details of the interim resolution professional who shall be vested with the management of the corporate debtor and be responsible for receiving claims. Under Section 17, the erstwhile management of the corporate debtor is

vested in an interim resolution professional who is a trained person registered under Chapter IV of the Code. This interim resolution professional is now to manage the operations of the corporate debtor as a going concern under the directions of a committee of creditors appointed under Section 21 of the Act. Decisions by this committee are to be taken by a vote of not less than 75% of the voting share of the financial creditors. Under Section 28, a resolution professional, who is none other than an interim resolution professional who is appointed to carry out the resolution process, is then given wide powers to raise finances, create security interests, etc. subject to prior approval of the committee of creditors.” “Under Section 30, any person who is interested in putting the corporate body back on its feet may submit a resolution plan to the resolution professional, which is prepared on the basis of an information memorandum. This plan must provide for payment of insolvency resolution process costs, management of the affairs of the corporate debtor after approval of the plan, and implementation and supervision of the plan. It is only when such plan is approved by a vote of not less than 75% of the voting share of the financial creditors and the adjudicating

authority is satisfied that the plan, as approved, meets the statutory requirements mentioned in Section 30, that it ultimately approves such plan, which is then binding on the corporate debtor as well as its employees, members, creditors, guarantors and other stakeholders. Importantly, and this is a major departure from previous legislation on the subject, the moment the adjudicating authority approves the resolution plan, the moratorium order passed by the authority under Section 14 shall cease to have effect. The scheme of the Code, therefore, is to make an attempt, by divesting the erstwhile management of its powers and vesting it in a professional agency, to continue the business of the corporate body as a going concern until a resolution plan is drawn up, in which event the management is handed over under the plan so that the corporate body is able to pay back its debts and get back on its feet. All this is to be done within a period of 6 months with a maximum extension of an other 90 days or else the chopper comes down and the liquidation process begins.”

“61. It could thus be seen, that one of the dominant objects of I&B Code is to see to it, that an attempt has to be made to revive

the Corporate Debtor and make it a running concern. For that, a resolution applicant has to prepare a resolution plan on the basis of the Information Memorandum. The Information Memorandum, which is required to be prepared in accordance with Section 29 of I&B Code along with Regulation 36 of the Regulations, is required to contain various details, which have been gathered by RP after receipt of various claims in response to the statutorily mandated public notice. The resolution plan is required to provide for the payment of insolvency resolution process costs, management of the affairs of the Corporate Debtor after approval of the resolution plan; the implementation and supervision of the resolution plan. It is only after the Adjudicating Authority satisfies itself, that the plan as approved by CoC with the requisite voting share of financial creditors meets the requirement as referred to in subsection (2) of Section 30, grants its approval to it. It is only thereafter, that the said plan is binding on the Corporate Debtor as well as its employees, members, creditors, guarantors and other stakeholders involved in the resolution Plan. The moratorium order passed by the

Adjudicating Authority under Section 14 shall cease to operate, once the Adjudicating Authority approves the resolution plan”.

13. Hence, the very proposition of Law by Hon’ble Apex Court written as above, is that, the RP is to prepare the information memorandum, in accordance with section 29 of IBC Code, alongwith Regulation 36, of the Regulations. It is required to contain various details, which have been gathered by RP after receipt of various claims, in response to the statutorily mandated public notice. Meaning thereby, claim is to be preferred in response to public notice. Whereas, in present case, it has specifically been stated that there was public notice, with requirement of expression of interest, and submission of resolution applicant, but none of the present petitioner, filed any claim. It is noteworthy that even after appearance before this Tribunal in this proceeding, one year before approval of the resolution plan, no claim was made before resolution professional or the adjudicating authority, NCLT.
14. Hence, in view of the law, propounded by Hon’ble Apex Court, this petition may not be permitted to continue for recovery of

alleged subscription dues against respondent, for whom resolution Plan has approved, admittedly.

15. In view of above discussion, this MA is being allowed and the claim of petitioner stands ended, as being non-existent, because of operation of above law.
16. Accordingly, this Broadcasting Petition No. 309 of 2013 is of no existence / maintainability to continue.

ORDER

M.A. is Allowed and Petition is disposed of as of bar of Law.
Formal decree/order be got prepared by office, accordingly.

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(Justice Ram Krishna Gautam)
Member

10.09.2025
/NC/