

TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL

NEW DELHI

Dated 19th September 2025

Broadcasting Petition No. 291 of 2021

Zee Entertainment Enterprises Limited ... Petitioner

Vs.

Sri Maruthi Digital Network ... Respondent

BEFORE:

HON'BLE MR. JUSTICE RAM KRISHNA GAUTAM, MEMBER

Petitioner : Ms Payal Kakra & Ms Tanya Gupta,
Advocates

Respondent : None

JUDGMENT

1. It is a Petition, under Section 14 read with Section 14A of the Telecom Regulatory Authority of India Act, 1997, filed by Zee Entertainment Enterprises Limited, Petitioner, against Sri Maruthi Digital Network, Respondent, with a prayer for a decree, for a sum of Rs. 29,14,175/- (Rupees Twenty Nine Lakhs Fourteen Thousand One Hundred Seventy Five Only), towards outstanding dues, as on 05.03.2021, with a

pendente lite and future interest, @18% per annum, from the date of institution of Petition till realization of amount.

2. In brief, the Petition contends that Petitioner is a Company, incorporated under the Companies Act 1956, and is involved in the business of Broadcasting as 'Broadcaster'. Respondent is a Company, involved in the business of Multi System Operator (MSO), a 'service provider', to retransmit the program service, received from various broadcasters, to the ultimate consumers. Hence, both Petitioner and Respondent are 'service provider' within the purview of TRAI Act.
3. Mr Anurup Narula, is a duly authorized signatory of Petitioner Company, vide Board Resolution, Annexure P/1 to Petition, to file this Petition. Respondent approached Petitioner, with a desire to avail signals of the channels of Petitioner, resulting execution of MRP based Interconnection Agreement (MRP Agreement) dated 15.02.2019, valid for a period of 01.02.2019 – 31.01.2020, for retransmission of signals of channels of the Petitioner, to the network of the Respondent, in the authorized territory. This agreement was extended, from time to time, vide extension letters, dated 15.06.2020, 30.06.2020, 31.07.2020, 31.08.2020, 30.09.2020, 31.10.2020, 30.11.2020, 29.12.2020,

29.01.2021 till 28.02.2021. This MRP Agreement, alongwith extension letters, is Annexure P/2 (Colly) to Petition.

4. That in terms of new Telecom Regulatory Authority of India (TRAI) known as 'NTO-1 Regime', each and every registered subscriber is liable to be counted for raising invoices by the Broadcaster and thus, it is a fiduciary duty casted upon the Distribution Platform Operator/ MSO that they shall, within seven days from each calendar month, supply complete and accurate Monthly Subscriber Report (MSR) of channels and bouquets of pay channels to the Broadcasters, with whom the written agreement have been entered into, for distribution of Broadcasters Channels.
5. Accordingly, invoices were raised upon the Respondent on the addresses provided by Respondent, recorded in the Agreement. But, it deliberately failed to provide MSR for the months of December 2020, January 2021 and February 2021. It had persistently defaulted in making payments of agreed subscription fees, on the due dates. Thereby, wilful defaulted in making payments to adversely affect the commercial interest of Petitioner. Copy of invoices, along with Statement of Accounts, is Annexure P/3 (Colly) to Petition.

6. Petitioner, on 24.12.2020, vide it's email, informed Respondent, that the Customer Application Certificate (CAS), submitted by Respondent, is from M/s Laxmi Remote (India) Private Limited, regarding the installation of 'Only 1 CAS' server. But, during the audit, conducted for the period 2019-20, it was found that the said 'Only 1 CAS' server is not in compliance with Scheduled III of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017, and is enabling DPs, such as Respondent in under reporting the correct subscribers to the Broadcasters, which has caused huge loss, in terms of license fee to the Petitioner. This Letter is Annexure P/4 to Petition.
7. Respondent, while sending the Statement of Account dated 25.09.2020, prepared by Petitioner, had categorically admitted an outstanding dues of Rs. 19,04,063/- (Rupees Nineteen Lakhs Four Thousand Sixty Three Only) pending as on 25.09.2020. And in exercise to show its bonafide, a cheque bearing number 000429 dated 31.12.2020 of Rs. 3,00,000/- (Rupees Three Lakhs only) was given to Petitioner. But this was got dishonoured.
8. Notice of disconnection, dated 23.01.2021, was issued by Petitioner. But, the outstanding dues were not cleared, and the Petitioner was

constrained to deactivate signals of its channels to the network of Respondent on 18.02.2021. A cause of action had arisen, within the territorial jurisdiction of this Tribunal, within the limitation period. Hence, this Petition with above prayer.

9. In spite of sufficient service and grant of time, this Tribunal, vide order, dated 04.01.2022, proceeded ex parte against Respondent. Evidence by way of affidavit got filed by Petitioner. Written submission by Petitioner was taken on record.
10. Heard Learned Counsel for Petitioner and gone through the material placed on record.
11. The proceeding before this Tribunal is a civil proceeding, as has been given in the TRAI Act, itself. In a civil proceeding, the preponderance of probabilities is the touchstone for making a decision, as against strict burden of proof, required in criminal proceeding.
12. 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 bonus 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.

13. The Pleading in Petition has been reiterated, in affidavit filed in support of it. The same is further reiterated in evidence filed by Petitioner, by way of uncontroverted affidavit. The Statement of Account, has been Annexed with Petition and the same has been filed by way of evidence too. The compliance of Section 65B of Evidence Act has been made by way of affidavit, by specific mention of maintenance of Statement of Account and the copy of it drawn by a computer, operated by Petitioner Company. Hence, the contention of Petitioner is fully proved by way of evidence filed on record. The cause of action within the territorial jurisdiction of this Tribunal, under period of limitation, has been proved by evidence. Hence, this Petition merits to be allowed with cost.

14. The subscription dues, as on 05.03.2021, in the tune of Rs. 29,14,175/- (Rupees Twenty Nine Lakhs Fourteen Thousand One Hundred Seventy Five Only) has been fully proved by uncontroverted evidence, and after that pendente lite and future interest, @9% simple interest per annum, as has been granted by this Tribunal, in

many previous decided judgments, appears to be just and reasonable, to be awarded as interest for pendente lite and future.

15. Accordingly, this Petition merits to be allowed.

Order

Petition is being decreed with cost. Respondent Sri Maruthi Digital Network, is being directed to make payment of Rs. 29,14,175/- (Rupees Twenty Nine Lakhs Fourteen Thousand One Hundred Seventy Five Only) towards subscription dues till 05.03.2021 along with 9% per annum simple interest, for above amount for pendente lite and future interest, accrued from 05.03.2021 till date of actual payment, by way of deposit in the Tribunal, within two months, from the date of Judgment, for making payment to Petitioner, and in case of failure, the same is to realised in execution proceeding of same, on the cost of Respondent.

Office to make formal decree/ order accordingly.

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(Justice Ram Krishna Gautam)
Member

19.09.2025
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