

TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL

NEW DELHI

Dated 3rd February 2026

Telecom Petition No. 5 of 2024

With M.A. No. 180 of 2025, M.A. Nos. 74 of 131 of 2024

M/s Plintron India Private Limited

...Petitioner

Versus

Bharat Sanchar Nigam Limited & Ors.

...Respondents

BEFORE:

HON'BLE MR. JUSTICE RAM KRISHNA GAUTAM, MEMBER

Petitioner : Mr Sandeep Arya, Mr. Vikram Singh, Ms. Vishurti Chauhan, Ms. Rupali Gupta, Ms. Nidhi Tiwari, Advocates

For Respondent(s) : Mr. Tejveer Singh Bhatia, Mr. V Suresh Kumar, Advocates for BSNL
Mr. Mukul Singh, Mr. Adhiraj Singh, Ms. Ira Singh, Advocates for Respondent No. 2

Mr. Arjun Natarajan, Mr. Aayush Kumar,
Mr. Nakul Gupta for Respondent No. 3

Mr. Sudhir Makkar, Sr. Advocate, Mr. Ketan Gaur, Mr Aayush Mitruka, Mr. Abhinav Srivastava, Ms. Nidhisha Garg, Ms. Saumya Gupta for Impleader-Vodafone

JUDGMENT

1. This Petition, under Section 14, of Telecom Regulatory Authority of India Act, 1997, has been filed by Petitioner - M/s Plintron India Pvt. Limited, with a prayer for a decree of declaration that the duration of Empanelment Agreement, dated 23.10.2017, shall commence from the date on which Respondent No.1, Bharat Sanchar Nigam Limited (BSNL), has provided all the basic facilities for interconnection/configurations and its network, was ready and available to host Petitioner/MVNO, for delivering Mobile VNO services, to its subscribers; refrain Respondents from a pedantic calculative approach to Clause 1.2 & Clause 4 of the Empanelment Agreement, dated 23.10.2017, giving a failure to the Empanelment Agreement ; to direct the Respondent No.2, Department of Telecommunications, through its Secretary, Ministry of Communications, Government of India and Telecom Regulatory Authority of India, Respondent No.3, to verify that Bharat Sanchar Nigam Limited, Respondent No.1, had made available MNP gateway within a reasonable timeline to facilitate MNP integration on its network, as per prescribed TRAI and DOT Guidelines/ Regulations for the delivery of mobile services to end

consumers, with a further prayer for direction to Respondent No.1, to provide connectivity and other technical support in continuity, as per clause 5.2 of the Empanelment Agreement, dated 23.10.2017, to Petitioner, for smooth provisioning of the IoT & M2M services, in Tamil Nadu, Andhra Pradesh Service Areas, and to provide IMSI and MSISDN forthwith on the bulk SIMs 3,50,000 (including 50,000 SIMs issued to M/s Vodafone Idea Limited), provided by the Petitioner, to its Business partners for IoT/ M2M services in Tamil Nadu & Andhra Pradesh Service Areas, during the pendency of the said proceedings and not to disconnect the connectivity of the Petitioner, and not to give effect to the letter dated 26.10.2022 & 28.10.2022, issued by Respondent No.1, till the pendency of the present proceeding.

2. In brief, the memo of Petition, contends that Petitioner is an Indian Multinational MVNO, having expertise in the MVNO business and having a global footprint, as MVNO (Mobile Virtual Network Operator), with a presence in about 30+ countries, across various geographies in the world. 'Mobile Virtual Network Operator/ MVNO' is a wireless communication service provider that does not own the wireless infrastructure, instead, it can connect with the NSO/TSP and deliver services to their own (VNOs) set of subscribers. Petitioner was

granted a Unified License (VNO), as Virtual Network Operator for 22 service areas, vide License No. 20-536/2016 AS-1, dated 11.05.2017, having its validity for 10 years, with authorization of access services.

3. Respondent No.1, Bharat Sanchar Nigam Limited(BSNL), is a licensee, under section 4, of Indian Telegraph Act, 1885, is a Central Public Sector, within the complete ownership of Government of India. It was the only NSO/ TSP that was ready and willing to share its spare capacities with VNOs, to support the vision of Government of India, in its National Telecom Policy 2012 & 2018. Bharat Sanchar Nigam Limited i.e., Respondent No.1, as an NSO/TSP had entered into an Empanelment Agreement, with Petitioner, a VNO Licensee, for providing Mobile Services (Regulated calls, SMS & Data). Respondent No.2 is the Department of Telecommunications, working under Ministry of Communications, of Government of India, and is responsible for formulating and prescribing the policies to accelerate the growth of Telecommunications across the Country. Telecom Regulatory Authority of India, Respondent No.3, is a Sectoral Regulator, established under Section 3 of TRAI Act, to regulate the Telecommunication Services, with a power to ensure technical compatibility and effective inter-relationships between different

service providers, to promote efficiency and competition for the growth of telecommunication industry in India.

4. With a rapid evolution of Telecom technologies, National Telecom Policy 2012 (NTP 2012), was prescribed by Respondent No.2, on the basis of decision taken, as per the vision of NTP 2012, to facilitate resale of services at delivery level, under the Unified License (UL) regime. On 01.05.2015, TRAI i.e., Respondent No.3, had issued recommendations on Introducing the Virtual Network Operators in Telecom Sector, as being crucial to fulfil the vision, set out by Respondent No.2, in the NTP, 2012, for the growth of Telecommunication Sector. This recommendation, dated 01.05.2015, was accepted by Respondent No.2, by issuing a guideline, dated 31.05.2016, for the grant of Unified Licenses (Virtual Network Operators), whereby VNO is to be treated as an extension of NSOs (Network Service Operators), and would not be allowed to install equipment interconnecting with the network of other NSOs.
5. A Unified License, for VNO in 22 service areas, was executed between the Petitioner and Respondent No.2, vide License No.20-536/ 2016 AS-1 dated 11.05.2017, for a period of 10 years, with specific Clause 1.3(ii) of UL (VNO), which is reproduced as under :

Chapter -I: General Conditions

“..... 1.3(ii) there would not be nay restriction on the number of the VNO Licensees per service area. VNO are allowed to have agreements with more than one NSO for all services other than Access services and such services which need numbering and unique identity of the customers. It would not be mandatory for a NSO to provide time bound access to its VNO, rather, it would be left to the mutual agreement between the NSO and a VNO. However, TRAI/ DoT shall have right to intervene in the matter as and when required to protect the interest of consumers and telecom sector”.

6. From the very inception, it was only incumbent operators i.e., BSNL and MTNL, who were ready and willing to share the spare capacities available to them. Accordingly, BSNL, Respondent No.1, had invited an Expression of Interest, vide Notice, dated 16.03.2017, for the Empanelment of Virtual Network Operators (VNO), to launch Telecom Services with them. Wherein, it had shown its keenness to partner with the VNOs to provide voice, SMS and data to eligible Virtual Network Operators. The proposal submitted in response, to Expression of Interest notice, submitted by Petitioner, was duly

approved by Respondent No.1. And as a result, Petitioner, having its presence in more than 31+ countries, as a Global MVNO, had signed an Empanelment Agreement, with Respondent No.1, vide Agreement No. ND/NCNGN/2017-2018 VNO/Plintron, dated 23.10.2017, with the hope to leverage its global expertise to enhance the market reach of Respondent No.1, for earning upfront wholesale revenues and increasing its market share in its own country India. This Empanelment Agreement, is with specific Clauses 1.2 and 4, dealing with initial term and renewal, reproduced as below :

“1.2 Duration of the Agreement: The validity of Empanelment Agreement shall be 5 years which may be extended or curtailed based on the performance of PLINTRON India and will be considered as per the provisions of VNO EOI prevalent at that point of time. Duration of agreement shall also depend on validity of VNO License from DoT. In case of cancellation of VNO License by DoT at a larger stage due to any reason, VNO Agreement with BSNL shall stand terminated without any notice”.

“Initial Term and Renewal

4.1 The validity of Empanelment Agreement shall be 5 years which may be extended or curtailed based on the performance of PLINTRON India and will be considered as per the provisions of VNO EOI prevalent at that point of time. Duration of agreement shall also depend on validity of VNO License from DoT. In case of cancellation of VNO License by DoT at a larger stage due to any reason, VNO Agreement with BSNL shall stand terminated without any notice”.

7. Clause 5, of the Empanelment Agreement, sets out suggested Roles and Responsibilities of BSNL for VNO (Mobile), wherein Clause 5.2 of the Empanelment Agreement, obliges Bharat Sanchar Nigam Limited, Respondent No.1, to provide the basic facilities to the Petitioner, so that its network can enable the Petitioner to provide mobile services to its end-users. The same is being reproduced as below:

“5.2 In accordance with Guidance of Unified license (Virtual network operators) Regulation ref 800-23/2011VAS (Vol. II) dated 31st May 2016 and the Agreement between PLINTRON INDIA & DoT for operating in the service areas and Subject to

the agreement between PLINTRON INDIA and BSNL, BSNL will offer the following services to PLINTRON INDIA company.

- i. Provision of services described*
- ii. Support or access to the following regular wholesale functions and facilities provided by BSNL.*
- iii. BSNL shall provide access to relevant interfaces, protocols or relevant operational support systems of BSL in order to enable PLINTRON INDIA to carry out for itself the necessary retail functions towards its end customers. BSNL shall provide standard interfaces and any cost for adaption for these interfaces shall be borne by PLINTRON INDIA.*
- iv. BSNL shall perform the Wholesale Billing & Invoicing towards PLINTRON INDIA for the usages, access for its licensed service area.*
- v. BSNL shall provide PLINTRON INDIA an opportunity to integrate to its MN gateway if required”.*

This Empanelment Agreement, dated 23.10.2017 is **Annexure P-6** to Petition.

8. After entering into Empanelment Agreement, Petitioner and Respondent No.1, entered into a Commercial Agreement, on

13.07.2018, initially for two years, to be renewed and remained in effect from year to year, unless otherwise terminated. This Commercial Agreement, dated 13.07.2018 is **Annexure P-7** to Petition.

9. For provisioning the end-to-end delivery of Regulated calls, SMS, and Data by Respondent No. 1 to the Petitioner, it was necessary for Respondent No. 1, to provide the basic facilities to Petitioner, for operating in each service area, as per Empanelment Agreement, and without the access and relevant operational support for regular wholesale functions by the Respondent No. 1, it would be impossible for a Petitioner to carry out the retail functions towards its end-customers. Though, Respondent No. 1 had committed to onboard the VNO by signing the Empanelment Agreement, the pre-requisite basic facilities to be provided by Respondent No.1 to Petitioner, for making its network operational for Mobile services of VNO, are either long delayed or yet not resolved as of date. There were inordinate delays on the part of the Respondent No.1, in providing access and support, as set out in clause 5.2 of the Empanelment Agreement, and in the absence of said support, as well as inability to access to its core, and radio network, it would not be possible for the Petitioner to provide the mobile services.

10. Series of defaults were committed by Respondent No.1, in performing its obligations, arisen in the Empanelment Agreement, and thereby, causing inordinate delays in providing the end to end delivery of services by Petitioner. Those are crystalized as follows:
- (a) Failure of BSNL to provide a VNE platform as per clauses 5.1 and 5.2(iv) of the Empanelment Agreement;
 - (b) Default in providing MNP integration as per clause 5.2 of the Agreement, Clause 4.1 in Chapter (VIII), of UL(VNO) and TRAI Regulation dated 13.12.2018 which is a prerequisite to be followed before provisioning of the services;
 - (c) Delay caused due to non-validation of the wholesale billing system on the STV model;
11. Respondent No.1/ BSNL's Network was not in a position to host and integrate VNO Technology, in compliance with the DoT guidelines, as well as agreed Empanelment Agreement of integration architecture, which needed a VNE platform to host the VNO. Even after the deployment of VNE platform by the Petitioner without any cost, it took one year (2018 to 2019) to integrate the VNE platform across all the 20 Local Service Areas (LSAs) of the Respondent No.1, as it

required extensive coordination with all the Respondent No.1/BSNL's circles which was a time-consuming exercise.

12. As per DoT guidelines and Unified Licensee (UL) (VNO), Clause 4.1 in Chapter (VIII), Mobile Number Portability (MNP), process shall be facilitated for subscribers, through the network/MNP gateways of the parent NSO, by way of the Telecommunication Mobile Number Portability (Seventh Amendment) Regulations, 2018, dated 13.12.2018, all the access providers/ Telecom Service Providers, were directed to set up a mechanism for allocation of unique porting codes, as detailed out in the seventh amendment. In consonance with the condition, laid down in UL (VNO), the Empanelment Agreement, has also categorically set out an obligation upon the Respondent No.1/BSNL, to provide an opportunity to the Petitioner, to integrate to their MNP gateway, if required.
13. After the allotment of the LRN and the service code, allotted by Respondent No.2 and Respondent No.3 respectively, from December 2019 to December 2020, the Petitioner had continuously sought the support of the Respondent No.1, to integrate Petitioner and Respondent No.1's system, in order to technically enable the respective networks for LRN routing for the implementation of the

TRAI MNP (seventh amendment) Regulations, in a time bound manner. The copies of the letters, dated 05.12.2019, 06.12.2019, 27.04.2020, sent by the Petitioner to Respondent No.1 to 3 are **Annexure P-8 (Colly)** to Petition.

14. On 27.04.2020, the Petitioner, vide letter written to Respondent No.1 and Respondent No.3, **Annexure P-9** to Petition, requested Respondent No. 1 and 3, for immediate intervention in the matter. And in response, letter dated 11.05.2020, **Annexure P-10** to Petition, was written by Respondent No.3 to Respondent No. 1, directing therein, to take necessary action at an earliest for implementation of LRNs. But Respondent No.1 did not provide the support to integrate Petitioner's LRN on its network. In spite of repeated follow up, Respondent No. 1 had informed Petitioner in January 2021, to conduct MNP testing at Chandigarh, and accordingly, gave technical specifications to the Petitioner. From the month of January 2021 to June 2021, multiple discussions were taken place with Respondent No.1/BSNL's team, to finalize specifications, to be adapted by the Petitioner, for developing the MNP system for Petitioner. The Petitioner's LRN integration with BSNL network for MNP compliance

could not take place as there was a delay in MNP-GW readiness to accommodate the Petitioner herein.

15. The Respondent No.1 had orally communicated to the Petitioner, that it has to invest in the integration of software patch with Respondent No. 2/ BSNL's MNP gateway, deployed by Respondent No. 2, appointed vendor i.e., M/s. Syniverse, as BSNL's process will take more than 6 to 8 months, to set up a mechanism, in compliance with TRAI MNP Regulations. Due to the complete reluctance of the Respondent No. 1 to deploy the systems in place, the Petitioner had to initiate the procurement of the required software from the M/s. Syniverse, for which the Petitioner herein has borne a cost of Rs.45 lakhs approximately. The MNP testing was approved as late as 11.05.2022, Respondent No. 1 permitted the Petitioner to use SMSC Chandigarh for full MNP implementation in line with TRAI MNP (Seventh Amendment) for its customers. The BSNL Chandigarh MNP team had conveyed the requirement of the interface to be developed by Petitioner from its vendor Syniverse. After the development of interface, the allocation for the data flow from the MNP Gateway of Respondent No. 1 to the Petitioner network, was required to be tested. Further, after the deployment of the application, the testing of

MNP flow, as prescribed by DoT/TEC & TRAI, was in progress, which was suddenly stopped, on 23.10.2022, at Respondent No. 1 MNP Gateway, Chandigarh on instructions from Respondent No.1's corporate office. Because of the aforesaid reason, the Petitioner herein could not launch the mobile services to the customers, as it took more than 4 years, for Respondent No.1, to provide MNP gateway, in line with TRAI (Seventh Amendment).

16. On 06.03.2018, the Petitioner gave a commercial proposal for wholesale tariff based upon STV Model. Numerous meetings were held, in between, the Petitioner and Respondent No.1, and it was agreed in principle to wholesale billing tariff on the STV Model. Accordingly, on 09.08.2018, the Petitioner had accepted the Respondent No.1's STV tariff model proposal of revenue share to BSNL i.e. 60% of the shareable revenue, with a further request to provide the drafts schedule of tariff based upon STV Model. These two letters dated 06.03.2018 and 09.08.2018 are **ANNEXURE-P-14 (COLLY)** to the petition.
17. Terms for the Wholesale STV Commercials were concluded between the Petitioner and Respondent No.1 on 08.08.2018, with a validation committee formed on 15.09.2018. But, Respondent No. 1 was not

technically capable of supporting and having a wholesale billing system on the STV model and with the intent to launch the services at the earliest, an indigenous software, for wholesale billing system on the STV model, was developed for BSNL, free of cost, although it costs in crores. However, there was complete disinterest in completing the validation of the Whole Sale Billing Platform by the BSNL Trichy Teams, so the commercial launch got delayed. On 25.04.2019, the Respondent No.1, gave its comments to the Petitioner herein, on various technical and billing issues, raised by the Petitioner and the letter, dated 25.04.2019 is **ANNEXURE P-15** to petition. Due to inordinate delays by the South Zone billing team to validate the wholesale billing system, developed by the Petitioner, for the STV model, the Petitioner was left with no other option, but to withdraw the WBS on STV model, vide letter dated 01.06.2020. Because of non-validation by the Respondent No.1, to the wholesale billing system, for almost 18 months of the Empanelment Agreement, the Petitioner could not commercially launch the Mobile services, as the issue of billing remained unresolved, for almost 2 years. With no option left, Petitioner started the dialogue with Respondent No. 1, regarding the alternative to the STV model, and subsequently, Respondent No. 1 prescribed the PAYG model.

18. Despite the inordinate delay on the part of Respondent No 1, in fulfilling the roles and responsibilities, prescribed in clauses 5.1 and 5.2 of Empanelment Agreement, Petitioner herein has wholeheartedly attempted to start the IoT and M2M data services as late as April 2021. The result of continuous efforts undertaken by the Petitioner towards business development, sales, customer service, and its technical expertise, the Petitioner could sign off good number of customers and started to generate good business and was on the path of generating good volumes of business in IOT/M2M services. On 23.03.2022, the Petitioner has requested the Respondent No.1 to extend the Empanelment Agreement, for another 5 years, as the validity date of the Empanelment Agreement was ending on 23.10.2022 vide letter dated 23.03.2022 which is **ANNEXURE P-17** to the petition.
19. On 21.10.2022, Respondent No.1 has allowed Petitioner for ISD Voice/SMS testing on the premise that the provision of aforesaid services exists in the agreement. However, the commercial is to be revised in the renewal agreement. There were all reasons for Petitioner to legitimately expect that the decision regarding renewal/extension of the Agreement has already been taken by

Respondent No.2 and only revised commercials are required to be finalized and conveyed by Respondent No.1 to the Petitioner. This copy of the email dated 21.10.2022 sent by BSNL to Petitioner is **ANNEXURE P-18** to the petition. Because of the failure by Respondent No.1 to fulfil its contractual obligations in timely manner, by not providing the basic facilities to provision the mobile services, the Empanelment Agreement got expired with efflux of time. Whereas the Respondent No.1 was well aware of the fact that undue time has been consumed on their part to make the network viable for Petitioner to provision end-to-end delivery of Regulated calls, SMS, and data to its customers. Therefore, there was an implied understanding between the parties that the Empanelment Agreement required to be extended in the future, so that the purpose of entering into an Empanelment Agreement can be suitably met by all the concerned stakeholders. In this context, after the request made by the Petitioner for extending the Empanelment Agreement vide letter dated 24.02.2022, Respondent No.1 has permitted the Petitioner by letter dated 11.05.2022 to use SMSC Chandigarh for full MNP implementation and to do necessary integration for the purpose of MNP transaction. Particularly, on 21.10.2022 (two days before the expiry of the agreement), Respondent No. 1 had allowed the

Petitioner for ISD Voice/SMS testing and other configurations, as existed in the Empanelment Agreement with revised commercials. But, by letter dated 28.10.2022, issued by Respondent No.1, seizure of the relationship was got communicated and this was objected by letter dated 21.11.2022, by petitioner, who had raised its objection to the sudden decision of Respondent No. 1 of not extending the said agreement for the reasons, narrated as below: -

- x The refusal to renew the agreement by the Respondent No. 1 after the expiry of the agreement by the BSNL is contrary to the clear communication that the renewal of the agreement will be done on revised commercials.
- x Petitioner has made heavy investment to provision the Mobile VNO services on BSNL Network on Pan India basis for creating a viable platform on BSNL network like providing VNE platform and MNP interface.
- x The reasons for non-roll out of the service by Petitioner were due to inordinate delays on the part of Respondent No.1's reasons. Petitioner has to suffer huge losses due to not being able to roll out its consumer mobile services in any of the Respondent No.1/LSAs.
- x Sudden and unexpected refusal to extend the Empanelment would have serious ramifications to

the business of the Petitioner and other stakeholders/business partners.

- x There were critical applications deployed by customers on the M2M/IOT application and sudden disconnection would hamper the work of many industries working on the Respondent No.1/BSNL network.

20. On 28.10.2022, after much deliberation and repeated requests by Petitioner, Respondent No.1 had agreed to continue and operate the existing connectivity only till 30.11.2022, and has asked the Petitioner to close its business and ensure that no new customer acquisition shall take place as all the connectivity shall be disconnected without any further notice.
21. The MNP testing is also just on the verge of conclusion after BSNL issued instructions to its MNP Gateway at Chandigarh for allowing it to interconnect with its MNP Gateway at Chandigarh for the launch of consumer Mobile services starting from the Kerala LS and had already signed off with its partners and appointed franchisees for the selling of the Consumer Mobile Services in Kerala and subsequently ramp up in other Service Areas. Petitioner has already sold SIMs with application profiles and in August, September, and October 2022, these customers

need to be activated as these SIMs are duly installed on the 2,00,000 vehicles and which were ready for delivery. As per AIS140 Ministry of Transport regulations, no vehicles can be delivered without activated SIMs on these mission critical vehicles. Thus, all these SIMs needed to be activated immediately to avoid disruption of all the mission-critical services needed by the industry and in the event these SIMs are not activated, Petitioner will be subject to unnecessary litigation on account of deficiency of services, mitigated by Respondent No1.

22. Aggrieved by the abrupt and arbitrary decision of Respondent No. 1 of not extending the Empanelment Agreement, vide letter dated 26.10.2022, and disconnection notice dated 28.10.2022, issued by Respondent No. 1, the Petitioner had preferred the Writ Petition being WP (C) No.16448 of 2022, under Article 226 and 227 of the Constitution of India, before the Hon'ble Delhi High Court, with a prayer of interim relief seeking a stay of the operation of the letter dated 26.10.2022 and 28.10.2022, issued by the Respondent No.1, wherein the Hon'ble High Court, has restrained Respondent No. 1 from disconnecting the connectivity of the petitioner, till the next date of hearing, by staying the operations of letters dated 26.10.2022 & 28.10.2022. But, on 27.12.2022, the Respondent No. 1, has blatantly refused to resume the VNO service, in compliance to the order, dated

01.12.2022. As a result of which, a Contempt Petition, under Article 215 of the Constitution of India read with Section 10 & 12 of the Contempt of Court Act, 1971, for their wilful disobedience to order dated 01.12.2022 of Hon'ble High Court was filed against the Respondent No. 1/BSNL, wherein a notice was issued directing counter, if any, to be filed.

23. Repeated requests were made to respondent no. 1 for activating the SIMs already issued as well as services to provide IMSI (International Mobile Subscriber Identity) & MSISDN (Mobile Station International Subscriber Director Network) and APN (Access Point Network) in Tamil Nadu and AP Circle, on urgent basis, but of no avail. The Petitioner is in a precarious situation. Though, it is ready and willing to provide the services to their Business Partners, but is completely helpless as they do not have Core and Radio network and are completely dependent on its NSO/BSNL, for provisioning of services as per the DOT's UL VNO Licensing Guidelines, but, non-responsiveness of Respondent No. 1, in performing its obligations, this Writ Petition was filed, wherein objection with regard to maintainability and jurisdiction of this Tribunal, was raised resulting the direction to have recourse to this Tribunal, and extension of interim order for one month i.e. upto

3.1.2024, for having recourse before this Tribunal. Hence, this Telecom Petition with above prayer had been filed.

24. A short reply, for and on behalf of respondent no. 1 – BSNL, is with this contention that petitioner, being aggrieved by termination notice, dated 26.10.2022 and on 28.10.2022, had approached Hon'ble Delhi High Court, by way of Writ Petition, and it was opposed by BSNL, regarding maintainability and jurisdiction. The reply, filed before Hon'ble High Court, is being reiterated, and is not being reproduced under the brevity of the pleading. BSNL had issued a communication dated 16.03.2023, inter alia, giving 6 months' time, as sought by the Petitioner, in terms of the Empanelment Agreement, dated 23.10.2017, which was not placed on record by the Petitioner. The Agreement, in between, the parties stood lapsed by efflux of time, and after enjoying one year of stay order and its fruits, the Writ Petition was withdrawn. Hence, this petition before this Tribunal with suppression of material facts.
25. The project with petitioner is not commercially viable for the Respondent No. 1 – BSNL, and BSNL after assessing various reports, taken from field units, and revenue model offered by petitioner, it came to light that the revenue realised by respondent no. 1 - BSNL during the 5 years stint of the Empanelment agreement was very

meagre, it was to the tune of Rs. 3.23 lakhs approximately in comparison to the expenditure incurred on maintaining and providing connectivity by respondent no. 1, which is approximately Rs. Five crores or more, resulting an irreparable injury to BSNL, a Public Sector Undertaking, resulting jeopardising / money for the benefit of one.

26. It is admitted that the Petitioner had a unified licence for VNO Operator. DoT/Licensor has not mandated provision of resources to VNOs a mandated between the Access Service Providers. This fact has been clearly admitted and mentioned in paragraph 9 of the petition.
27. The Petitioner, on 11.05.2017, when it signed the licence agreement, was fully aware that, any agreement, it executes, with any Service Provider, including the Respondent/BSNL, shall be on voluntary basis and has not been mandated by the licensor DoT. In other words, there is no *Must Provide* regime enacted by DoT. As such, there is no obligation on any Service Provider, including BSNL to provide services or resources to the Petitioner. As such, there is no right available with the Petitioner to seek an Agreement with the Respondent/BSNL, when the earlier agreement between the Petitioner and the Respondent/BSNL, has expired by efflux of time. It is a settled principle of law that a Court or a Tribunal will not create an agreement between the parties without there being any mandate of law.

28. Admittedly, Empanelment Agreement, executed by and between the parties, was for a period of 5 years, which lapsed in the month of October, 2022. The Respondent/BSNL had informed to the Petitioner that the said agreement is not commercially viable for the Respondent-BSNL and BSNL does not want to continue with the said Agreement. That being the case, when existence of no agreement between the parties, there is no obligation on part of BSNL to continue to provide connectivity to the Petitioner. The Petitioner, admittedly, vide its email dated 27.10.2022, requested BSNL to provide six months extension to the agreement, for a smooth transfer of service for their customers. However, the Petitioner seeks to continue to utilize BSNL's network without any agreement and has failed in its duty to look for an alternate arrangement especially when BSNL has explicitly informed the Petitioner that it does not want to enter into any further agreement with the Petitioner. Once the Empanelment Agreement, between the parties, has lapsed by efflux of time and BSNL had already informed the Petitioner that it does not want to extend the Empanelment Agreement and there is no *must provide* regime for operators like the Petitioner, i.e. VNOs, the Petitioner cannot be permitted to continue in eternity by interim orders of the Hon'ble

Courts, especially when the Petitioner approaches this Hon'ble Tribunal by suppressing material facts Hence, it be got dismissed.

29. Reply by respondent no. 2 – Department of Telecommunications(DoT), was with submission that grievance of the petitioner is essentially against respondent no.1-BSNL alone, and the DoT had no role in the present commercial / contractual dispute, between the petitioner and BSNL, Under Section 4, of the Indian Telegraph Act, 1885. The Central Government has exclusive privilege of establishing, maintaining and working telegraphs, giving licenses for establishing, maintaining and working telegraphs, which are in the form of contractual agreements. Petitioner is a Telecom Service Provider (TSP) and is bound by the terms and conditions of the contract consciously agreed and entered upon.
30. Any breach/ failure/ infraction of the terms, including interpretation thereof, is to be interpreted within the framework of that commercial agreement. The prayers are related to operational issues between the Petitioner and Respondent No.1, i.e. BSNL. So far as prayer with regard to verification, certification and intervention by Department of Telecommunications is concerned, the unified license regarding Virtual Network Operator's agreement part-1, chapter 1, General Conditions, in condition 2.4 specifically provides that "Licensee shall make its own

arrangement for all infrastructure involved, if required, in providing the service and shall be solely responsible for the installation/ networking/ operation and commissioning of necessary infrastructure, equipment and systems, treatment of subscribers complaints, issue of bills to its subscribers, collection of revenue, attending to claims and damages arising out of its operations etc..... “and condition no. 10.3 (ii) provides that “the mobile service customers of the VNO and port their mobile nos., using MNP facility, to the service providers of their choice. These provisions shall be built in as mandatory provisions in the commercial agreement between the NSO and the VNO...” Condition No. 4.1 of chapter VIII of License Agreement part II provides that “MNP process shall be facilitated for licensee subscriber through the network (MNP Gateway) of the parent NSO. All regulations, orders and directions issued by TRAI in connection with MNP will be applicable to licensee and NSO...”. The operating conditions even in condition no. 29.10, inter- alia, states that “Any dispute, with regard to provision of Service shall be a matter only between the aggrieved party and the Licensee, who shall duly notify this to all before providing the Service. And in no case, the Licensor shall bear any liability or responsibility in the matter. The LICENSEE shall keep the

Licensor indemnified for all claims, cost, charges or damages in the matter...”.

31. Hence, in view of those mentioned stipulations and the facts of the present case, DoT has no role to play in the operational issues arising out of mutual commercial arrangements between a Network Service Orchestration (NSO) that is Petitioner, which is a Virtual Network Operator and BSNL, with whom commercial agreement was there. This matter pertains to dispute between two licensees. DoT has no role to play. Hence, Petition be got dismissed.
32. This was the stand of TRAI too.
33. This petition was pending before Division Bench of this Tribunal, wherefrom vide order, dated 18.07.2025 directed to be listed before this Single Bench of this Tribunal. This Bench, vide order dated 29.7.2025, referred the matter to Registrar's Court for framing of issues and taking of evidence etc. for making the file ripe for hearing arguments.
34. Objection with regard to roster and listing before this Single Bench was raised and was decided vide above order, with no further direction by any forum.
35. On the basis of pleadings of both side, following issues were framed on 07.08.2025:

(i) Whether the Empanelment Agreement dated 23.10.2017 between Petitioner and Respondent No.1 has expired by efflux of time.

(ii) Whether the Service Agreement dated 13.7.2018 between the Petitioner and Respondent No.1, could survive beyond the Empanelment Agreement dated 23.10.2017 between the parties.

(iii) Whether interconnection between the Petitioner and Respondent No.1 is mandated on "must provide" basis in terms of Clause 1.3(ii) of the Unified License issued to the Petitioner by Respondent No.2 and Clause 3 of The Telecom Interconnection Regulations 1 of 2018 of the TRAI.

(iv) Whether the Service Agreement dated 13.7.2018 executed between the Petitioner and Respondent No.1 is co-terminus with the period of the license granted to the Petitioner by Respondent No.2.

(v) Whether the disconnection of services of the Petitioner by Respondent No.1 on 14.1.2025 is legally valid in terms of the agreements between the parties.

36. Again vide, order dated 08.08.2025, following two additional issues were framed:

(i) Whether the letters dated 26.10.2022 and 28.10.2022 issued by Respondent No.1 to the Petitioner amounting to notice for disconnection of services, are valid and legal.

(ii) Whether the Petitioner is estopped from claiming that it has right to continue with the Empanelment Agreement dated 23.10.2017 and Service Agreement dated 13.7.2018, in view of Email dated 27.10.2022 sent by Petitioner to Respondent No.1.

37. No evidence was led by any side, before Court of Registrar and matter was listed before this Bench on 19.08.2025, wherein specific mention is :

"1. Case taken up. Learned Counsel for both side are present.

2. Issues have been framed before Court of Registrar. There is a mention that Petitioner as well as Respondent Nos. 1, 2 and 3 had made their statement for not to lead any evidence in this matter. A query was made and it was answered that it is a Telecom Petition, wherein Petition has been filed with support of affidavit, as per Section 65B of Indian Evidence Act, with the

contention said on oath, though this has not been filed and in case of direction, it may be filed.

3. Learned Counsel for Respondent mentioned that he have given the statement for not leading the evidence, in response to statement made by Counsel for Petitioner, for not leading evidence.

4. A contention made in the pleading, replied by other side in reply, then further reiterated by Replication cum rejoinder, raising the issues to be decided, in between, is there and one of Issue No.3, is under dispute by Counsel for Respondent, and the same is to be adjudged by this Tribunal, as has been observed by Court of Registrar.

5. Hence, evidences if any, by both side, even in the form of affidavit, filed in view Section 65 of Indian Evidence Act/Section 63(4) c of Bhartiya Sakshya Adhiniyam, 2023, are to be filed by both side, if they needed, before Court of Registrar on 03.09.2025.

6. Written submissions by both side, after exchange, in between, may be filed by 10.09.2025.

7. Then after the matter be listed on 17.09.2025 before this Tribunal "for further hearing" of the arguments."

38. An Opportunity to file evidence, if any, was given, wherein Evidence by way of Affidavit for and on behalf of Petitioner, coupled with certificate under section 65 B of Indian Evidence Act, or section 63(4) c of Bhartiya Shakshaya Adhiniyam, 2023 by Mr. Rakesh Kumar Mehta

and Evidence by way of Affidavit for BSNL by Mr. Nishant Sharma, got filed.

39. Written submission by both side was got filed on record.
40. Heard Learned Counsel for both side and gone through material placed on record.
41. Hon'ble Apex Court in Anil Rishi v. 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 of he discharges, the onus shifts to the defendant. It has further propounded in Premlata Vs. Arhant Kumat Jain- AIR1976 SC 626 that where both the 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 judgement. The old principle propounded by Privy Council in Lakshman v. Venkateshwarloo- 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 cast 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 Krishan 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.

42. This Petition, before this Tribunal, is a civil proceeding and in civil proceeding, the preponderance of probabilities, is the touchstone for making a decision, as against strict burden of proof, required in criminal proceeding.

43. **Issue No. 1**

The Empanelment Agreement, dated 23.10.2017, was for a limited period of five years, specifically given in various clauses of this agreement, i.e. clause 3, clause 1.2 and clause 4, which is very much clear that both parties were conscious and agreed that the above Empanelment Agreement was for a limited period of five years and renewal of the same was based on the performance of the petitioner to be observed and valued by other side. Hence, this Empanelment Agreement was executed, in between, on 23.10.2017 and was to end by efflux of time after five years. Hence, at the very outset, this Empanelment Agreement was to end by efflux of time of five years, from the date of its execution. A licence, given by respondent no. 1 to petitioner was something else, and it was of this condition precedent that in case of its revocation or termination, the Empanelment Agreement, or any other agreement, which is contingent upon this licence, will end to operate. Hence, firstly, a license for VNO was to be given by DoT, and then only the competence to operate as VNO was permissible and as a result of this, the Empanelment Agreement in view of notice of expression of interest, issued by respondent no. 1,

was got entered, for a specific period of five years, subject to further renewal of five years, on the basis of appraisal of performance by licensee. Hence, this Empanelment Agreement, dated 23.10.2017, was to end after completion of its period of five years. Hence, before its end, a notice cum request through email was written by petitioner to respondent no. 1 for its renewal. This fact is admitted one.

Now, the argument of learned counsel for petitioner is that this service agreement, which was a commercial agreement, executed, in between, on 13.7.2018, was containing an initial term of two years, with an auto renewal clause with no termination clause, in clause 2.1 can never be deemed to be terminated merely upon expiry of initial term of five year term of Empanelment Agreement, dated 23.10.2017, neither by literal, nor by purposive interpretation and duration of the commercial / service agreement, because there was no stipulation linking these two agreements. Commercial / service agreement expired with the Empanelment Agreement is against the purposive interpretation and recommendations of TRAI. Hon'ble Apex Court, in the BSNL vs TRAI (2014) 3 SCC 222, has mandated that due weight must be given to TRAI's recommendations and till date, neither the Regulator, DoT, nor the parties had ever disputed this position, either

in public fora or before this Tribunal. Even, the Empanelment Agreement, falls within the category of agreement contemplated by TRAI, and continues to subsists as long as the petitioner VNO license is valid.

44. The judgment of Hon'ble Apex Court is with other facts and legal questions i.e. contrary to present one, wherein the VNO license specifically had provision for mutual agreement, in between, Telecom Service Provider and this licensee, there is no mandate for 'must go' provision. Rather, mutual agreement and consensus is the key point for operating this license. And after getting above VNO license, the expression of interest for operating the VNO with BSNL was expressed by petitioner, and as a result, this Empanelment Agreement was got executed, for initial period of five years, with provision of renewal, after observation and appraisal for another period of five years.
45. Thenafter, this subsequent agreement, with an initial period of two years, subject to further extension, was entered, in between. There had been specific provision that with the end of license, the Empanelment Agreement, subsequently, commercial agreement will come to an end, and with the end of Empanelment Agreement, commercial agreement will come to an end. Hence, this commercial

agreement, as well as Empanelment Agreement, was ended by end of its period, by efflux of time of five years, and which was never extended.

46. The law laid down by Hon'ble Full Bench of this Tribunal in Sea TV Star India Pvt. Ltd. Network Vs Star India Pvt.. Ltd. and Anr (2005 SCC online TDSAT 60), is with interpretation of 'must provide' provision of clause 3.2 of Telecommunication (Broadcasting and Cable Services) Interconnection Regulations, 2004. But not with the present fact, wherein there is specific provision of period of Empanelment Agreement for five years, thereafter to value and observe the same for taking further renewal and commercial agreement with a period of two years.
47. The matter was raised before Hon'ble Delhi High Court and Delhi High Court was requested to declare the clause 1.3 (ii) General conditions of the UL(VNO), vide license no. 20-536/2016 AS-1, dated 11.5.2017 to the extent that it would not be mandatory for an MSO to provide time bound access to its VNO. Rather, it would be left to the mutual agreement, between a MSO and VNO, as unconstitutional and ultra vires, to section 4 of Indian Telegraph Act, 1885. Meaning thereby, this license is with above condition and it was challenged in above

Writ Petition, before Hon'ble Delhi High Court. But, this Writ Petition was withdrawn, and there is no declaration to this effect.

48. The other relief prayed, was of Writ of direction, directing respondent no. 1 and respondent no. 2, to prescribe a detailed framework alongwith the terms and conditions of the proposed agreement, between VNO and Network Service Operator / Telecom Service Provider, to be co-terminus with Unified Licence (VNO) making mandatory for MSO, to provide time bound access to its VNO, in a non-discriminatory and transparent manner, but owing to withdrawal of this Writ Petition, this too was not decided.
49. The other relief prayed for, was for writ order for setting aside and quashing the impugned letters, dated 26th October 2022 and 28th October 2022, issued by BSNL to the petitioner, being arbitrary, unfair and unreasonable. This Writ was withdrawn and this, Constitutional Court had decided nothing with regard to about prayer.
50. The present Telecom Disputes Settlement and Appellate Tribunal (TDSAT), is a Civil Court, written as above, and it has no jurisdiction of issuing a Writ to any State instrumentality regarding its order, proclamation, rules and regulations. Rather, this Tribunal is with limited jurisdiction to interpret the contract entered, in between, in

accordance with provisions of Indian Contract Act, 1872 and the jurisdiction of this Tribunal with regard to it, has very well been decided by Hon'ble Delhi High Court in WP (C) 12240/2024, CM Appl 50887/2024, Appl 50888/2024 - Bharat Sanchar Nigam Limited (BSNL) vs Plintron India Private Ltd. and Ors., date of judgment 3.9.2024, which has heard the same contention, as has been raised before this Tribunal, in final argument, and has decided as below:

“ANALYSIS AND FINDINGS:

10. *The core issue before this Court is whether the TDSAT has the jurisdiction to extend a contract that has expired by efflux of time, especially where the contractual terms are clear, and there is no mutual consent for such extension. In addressing this issue, the most fundamental fact to consider is that the Empanelment Agreement between BSNL and Plintron has undoubtedly expired. The Empanelment Agreement, initially executed for a period of five years, ended on 23rd October, 2022, and the Commercial Agreement, which was coterminous with the Empanelment Agreement, has also since expired. Given this position, the pertinent issue for consideration is whether TDSAT could, through an interim order, extend a contract that has expired by the efflux of time. The Court is of the firm view that the answer must be in the negative.*

11. *It is pertinent to emphasize the sanctity of contractual terms, a foundational principle of contract law. The principle that contracts are sacrosanct is well-established in Indian law, as reflected in Section 10*

of the Indian Contract Act, 1872, which provides that agreements freely made by competent parties, for a lawful consideration and with a lawful object, are enforceable. Contracts represent the mutual agreement between parties, outlining their respective rights, duties, and obligations. The doctrine of freedom to contract mandates that when parties freely enter into a contract, they must be bound by its terms. The courts have no power to rewrite, modify, or extend the contractual obligations that have clearly expired by their terms. The Supreme Court has, in a catena of judgements, affirmed that the terms of a contract entered into between parties must be adhered to strictly, and courts cannot rewrite the terms of the contract and have to simply rely on the terms and conditions of the agreement as agreed between the parties.

12. *It is also well-settled that a contract that has expired by the efflux of time cannot be extended by judicial fiat. In National Insurance Co. Ltd. v. Boghara Polyfab Pvt. Ltd., the Supreme Court held that where the contract has expired by efflux of time, or has been terminated in accordance with its terms, a party cannot be compelled to continue its obligations beyond the contract period. Thus, neither the TDSAT nor this Court can extend the contractual period by an interim order. Any such extension would effectively amount to rewriting the contract, which is impermissible.*

13. *Moreover, the argument that BSNL, being a public sector undertaking, is subject to a different standard of fairness and reasonableness does not alter the contractual obligations. It is true that public sector enterprises, as state instrumentalities, are required to act reasonably, fairly, and in the public interest. However, while a*

public authority must act fairly, it does not imply that it must be compelled to continue a commercial contract against its interest or in derogation of its terms. Fairness must be balanced against the sanctity of the contract, particularly where the contract has expired, and there is no statutory or equitable basis to impose further obligations. The doctrine of freedom to contract, coupled with the sanctity of contractual terms, mandates that BSNL cannot be foisted with obligations beyond those expressly agreed upon, merely because it is a public sector enterprise.

14. *Additionally, the principle of 'promissory estoppel' is equally inapplicable in the present case. The doctrine of promissory estoppel, as laid down in Motilal Padampat Sugar Mills Co. Ltd. v. State of Uttar Pradesh, requires that there must be a clear and unequivocal promise by one party on which the other party has relied to its detriment. In this case, no such unequivocal promise has been made by BSNL to extend the contract beyond its stipulated term. The contract clearly provided for a fixed duration, which all parties were fully aware of. Plintron, as a contracting party, was thus fully aware of the terms of the agreement, including its duration. The mere expectation or hope of an extension, without a concrete promise or contractual provision to that effect, does not invoke the principle of promissory estoppel. Furthermore, promissory estoppel cannot create a new contractual relationship or extend an existing one beyond its terms, particularly where the underlying contract has expired.*

15. *As to the claim that substantial investments were made by Plintron, it is well within the knowledge of all parties that such investments are subject to commercial risks, including the possibility*

that the contract might not be extended or renewed. Merely making significant investments does not give rise to a legitimate expectation of indefinite continuation of contractual relations, especially in the absence of any express provision in the contract or statutory mandate.

16. *Moreover, the argument advanced by Respondent No. 1 that the Empanelment Agreement should continue in view of public interest considerations also fails to impress this Court. Public interest cannot be a ground to compel a party to continue with a contract that is no longer financially viable or legally binding. Public interest is undoubtedly a relevant consideration in matters involving state entities, but it cannot override clear contractual terms and public interest cannot be invoked to defeat the substantive rights of a party under a validly executed contract. In the present case, BSNL, after assessing the financial viability of the agreement, has found that the revenue generated from the expired Empanelment Agreement is minimal compared to the substantial expenses incurred in maintaining connectivity. Therefore, the continuation of the expired agreement is detrimental to BSNL's financial health and operational efficiency. The interim protection granted by TDSAT, compelling BSNL to continue its obligations, effectively forces a 'public sector' enterprise to sustain a commercially unviable operation without any legal basis."*

51. Against this judgment, passed by Hon'ble Constitutional Court, an appeal, before Hon'ble Division Bench, was filed by the present petitioner - Plintron India Private Ltd., as LPA 1076/2024 and CM Nos.

63277/2024, 63279/2024, 63280/2024 and 64528/2024, and Hon'ble Division Bench, vide order, dated 16.01.2025, had decided this appeal as withdrawn, with leave to file a review, before above Hon'ble Single Judge Court, and this review jurisdiction was invoked in Review Petition No. 67 / 2025, and was heard, and decided with dismissal of same.

52. Meaning thereby, the finding and law laid down by Hon'ble Single Judge Court Bench of Delhi High Court, became final, and this TDSAT, with whom this Civil Suit, in form of petition, under section 14 was filed, was with its course for decision. Whereas, the law point on each aspect, has been argued before this Tribunal, had already been decided by above Writ Court. That too, after hearing both side in detail, with a reasoned and elaborate judgment. This Tribunal in its proceeding too, in its considered opinion is of firm view that the Empanelment Agreement, dated 23.10.2017, between petitioner and respondent no. 1 had expired by efflux of time i.e. this issue is being decided against the petitioner.

53. **Issue No. 2**

In view of discussion made in issue No. 1, the service agreement, dated 13.7.2018, which was with specific stipulation of period of two years, and was having an occasion to enter in because of Empanelment Agreement entered, in between, could not survive beyond, Empanelment Agreement, dated 23.10.2017. Hence, this issue is being decided against petitioner.

54. **Issue No. 3**

The relief prayed with regard to 'must provide' mandate against respondent no. 1, in terms of clause 1.3(2) of the Unified License, issued to the petitioner by respondent no. 2, and Clause No. 3 to Telecom Interconnection Regulation, 1 of 2018 of TRAI, was of a Writ Court jurisdiction issue, i.e. not within the jurisdiction of a Civil Court, like TDSAT, exercising specific jurisdiction of Civil Court, mentioned in TRAI Act, 1997 and this Writ was withdrawn. More so, the terms given in VNO license is with specific provision for entering in mutual agreement, on the basis of consensus and free consent. There was no 'must provide' regime mandating BSNL-Respondent no. 1 with any obligation, other than that are stipulated in the agreement. Hence, this issue is being decided against the petitioner.

55. **Issue No. 4**

In view of discussion made in decision of issue Nos. 1 and 2, this issue is being decided against the petitioner.

56. **Issue No. 5**

The Empanelment Agreement was for a period of five years. It expired by efflux to time. Request for its renewal was not accepted. A notice for disconnection of services of the petitioner by respondent no. 1 on 14.01.2025, is in view of the interim order passed by Writ Court, as well this Tribunal, and the order of this Tribunal, was got quashed by a Writ Court in a Writ mentioned above. Hence, this notice was valid one, in view of discussion made under issue No. 1.

57. **Additional Issue No. 1**

On the basis of discussion made for issue nos. 1, and 2, there is no ground to influence the judicial conscience of this Tribunal to hold the letters, dated 26.10.2022 and 28.10.2022, issued by respondent no. 1 to petitioner, invalid or illegal. This jurisdiction, may be of a Writ Court jurisdiction, and in considered view of this Tribunal, which is exercising a Civil Court jurisdiction, no such restricted jurisdiction exercise is

permitted. Rather, interpretation of contract, in between, its terms, in between, its line written in it, and the legal precedents, is to be made. Accordingly, this issue is being decided against the petitioner.

58. **Additional issue No. 2**

The principle of legitimate expectation, as well as estoppel against respondent no. 1, had been vehemently discussed by Hon'ble Writ Court of Delhi High Court in above cited judgment, with the precedent of law, given by Hon'ble Apex Court, and this Tribunal is in consonance with the same and bound by those precedents. In the given facts and circumstances of the present dispute, there is no element of application of principle of estoppel against respondent no. 1.

59. Learned counsel for petitioner in its written submissions had vehemently argued with regard to damages suffered by him, but, there is no pleading with regard to that damages, nor any relief prayed for it, nor it was there before Hon'ble Writ Court and this issue of damages has been dealt there at. Hon'ble Apex Court, in Universal Petro Chemicals Ltd. Vs. B.P. PLC and Ors (2022) 6 SCC 157, while interpreting Section 21(5) of the Specific Relief Act, 1963 had propounded that in case of no pleading, no relief prayed, no specific

quantum of damages, question of grant of any compensation or damages by a Civil Court in a Civil Suit does not arise.

Accordingly, this petition merits its dismissal with cost.

ORDER

Telecom Petition No. 5 of 2024 is being dismissed with cost. Interim order, if any, stands vacated. All pending MAs, if any, shall also stand disposed of.

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

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

03.02.2026
/NC/