

TELECOM DISPUTES SETTLEMENT AND APPELLATE TRIBUNAL,

NEW DELHI

Dated 30th January 2026

Broadcasting Petition No. 117 OF 2017

DEN Networks Limited

....Petitioner

Versus

ACN Cable Network (Joy Cable)

.....Respondent

HON'BLE MR. JUSTICE RAM KRISHANA GAUTAM, MEMBER

For Petitioner : Mr. Vibhav Srivastava, Advocate
Ms. Aashi Arora, Advocate
Ms. Rhea Yadav, Advocate

For Respondent : None

JUDGEMENT

1. This Petition, under Section 14, read with Section 14A, of the Telecom Regulatory Authority of India Act, 1997 (As amended from time to time) (hereinafter referred to as "TRAI Act") has been filed, for and on behalf of Petitioner - Den Networks Ltd., against ACN Cable Network

(Joy Cable), with a prayer of award of sum of Rs. 70,768/- (Rupees Seventy Thousand Seven Hundred Sixty Eight only), towards outstanding subscription dues, payable by Respondent, as on 31.03.2016, with a further prayer for a direction to return 78 Set Top Boxes (STBs), issued by Petitioner to Respondent, along with all its accessories in good and working condition, or to make payment of Rs. 1,55,922/- (Rupees One Lakh Fifty Five Thousand Nine Hundred and Twenty Two only) at the rate of Rs. 1999/- per STB.

2. In brief, the contention of the Petition is that Petitioner is a Cable Television Service provider, duly registered under the provision of the Cable Television Networks (Regulation) Act, 1995 (hereinafter referred to as "Cable Television Act") and is carrying on Distributor Platform Operator (herein referred as "DPO") business. Respondent, ACN Cable Network (Joy Cable), is a Local Cable Operator (LCO), receiving encrypted Cable signal feeds of television channels from the addressable system of the Petitioner, to retransmit the same through its cable television network to the subscribers. It had entered in an Interconnect Agreement on 20.02.2015 (herein after referred to as "Agreement"), with the Petitioner for obtaining Cable signal feeds.

3. Petitioner raised daily invoices to the Respondent, for the payment of subscription amount collected from the subscribers. Respondent had assured Petitioner with regard to outstanding payment dues, but in spite of several reminders, it failed to make the payment of subscription amount. Rather, Respondent had moved to another competitive MSO, without giving any notice or complying the TRAI Regulations i.e., clearing the outstanding dues, payable by the Respondent to the Petitioner. As per Interconnect Agreement, obligations of Petitioner had been fully discharged, but, Respondent had defaulted in fulfilling its obligation as per agreement.

4. The Statement of Account, prepared in due course, in the usual business activities, has been Annexed with the Petition, which clearly shows that the Respondent is defaulter, resulting above outstanding dues. A demand notice, for payment of outstanding dues, and return of those number of STBs, were issued on 16.02.2016, which is annexed with Petition, but is of no avail. A cause of action had arisen within the jurisdiction of this Tribunal, compelling Petitioner to file this Petition for above relief.

5. In spite of sufficient service of notice, none appeared, nor any reply got filed. Hence, matter was proceeded ex-parte vide order dated 31.01.2024.

6. Evidence, by way of affidavit of Shri Siddharth Priya Srivastava, Manager of Petitioner Company, got filed by Petitioner with a specific contention that above witness is authorized representative of Petitioner Company to bring on record the facts and evidence of Petitioner. The same is in full reiteration of contention of the Petition. Outstanding subscription dues payable to Petitioner by Respondent as on 31.03.2016 was in tune of Rs. 70,768/- (Rupees Seventy Thousand Seven Hundred Sixty Eight only). 78 Set Top Boxes were supplied by Petitioner to Respondent for ultimate installation at subscribers' end for re-transmitting the signals supplied by Petitioner to Respondent LCO.

7. As per Interconnect Agreement, dated 20.02.2015, executed in between, signal feed of television channels from the addressable system of Petitioner was transmitted to Respondent and this agreement is **Exhibit PW1/1** on record. The raising of monthly invoices in terms of the subscription agreement, duly executed in between,

and failure to make the payment of the same having mention in the Statement of Account maintained by Petitioner Company is **Exhibit PW1/2** i.e., Annexure P2 to the Petition.

8. A demand notice, dated 16.02.2016, issued by Petitioner to Respondent, has been proved as **Exhibit PW1/3**. The copy of Board Resolution, authorising this witness to depose for Petitioner Company is **Exhibit PW1/4**.

9. Written argument by Petitioner, having the same contention of Petition, as well as Evidence affidavit is there on record.

10. Heard Learned Counsel for the Petitioner and gone through the material place on record.

11. 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 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 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.

12. 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.

13. Unrebutted affidavit of Petitioner is in fully reiteration and corroboration of Petition. These facts have been fully proved by Petitioner, by way of uncontroverted affidavit. Hence, Petitioner had proved its case with all precise and cogent evidence.

14. The Petition is to be decreed for an amount of Rs. 70,768/- (Rupees Seventy Thousand Seven Hundred and Sixty Eight Only), along with pendente lite and future interest, @ 9% p.a., simple interest, an interest, which is being very often awarded in present fiscal scenario, by this Tribunal in other decided petitions.

ORDER

Petition is being allowed with the cost. Respondent - ACN Cable Network (Joy Cable), is being directed to make deposit, within two months, from the date of judgement, the outstanding subscription dues of Rs. 70,768/- (Rupees Seventy Thousand Seven Hundred and Sixty Eight Only), as on 31th March 2016, and to return total 78 Set Top Boxes, in good and working condition, which has been issued to it, or in lieu of that, pay the total amount of Rs.1,32,522/- (Rupees One Lakh Thirty Two Thousand Five Hundred Twenty Two Only), @1699/- per Set Top Box (depreciated value), along with pendente lite and future interest, @9% p.a., simple interest, till actual date of payment, in Tribunal, for making payment towards petitioner.

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

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(Justice Ram Krishana Gautam)
Member

30.01.2026
/BN/