**TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL**

**NEW DELHI**

**Dated 16th October, 2026**

**M.A. No. 213 of 2026**

**IN**

**Broadcasting Petition No. 223 of 2026**

(With M.A. No. 214 of 2026)

Zee Entertainment Enterprise Limited …Petitioner

Vs.

M/s Lytus Sri Sai Networks Private Limited & Ors. …Respondent

**BEFORE:**

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

For Petitioner : Mr. Kunal Tandon, Sr. Advocate

Ms. Aanchal Tandon

Ms Niharika Sharma

Mr Abhyuday Pratap Singh

For Respondent : Mr. Vibhav Srivastava, Mr Himanshu Dhawan, Mr Abhay Dev Sharma Advocates For R-2 & R-3

Mr Aditya Giri, Ms. Unnati Mishra, Mr Shubham Singh, Mr Karan Gupta, Advocates For R-4 & R-6

Mr Tushar Singh, Mr Pratyaksh Bhadoria, Ms Akshara Arshi, Ms Sufina Ahmed, Advocates for R-7

**JUDGMENT**

1. This Miscellaneous Application No. 213 of 2026 has been filed by Petitioner, Zee Entertainment Enterprise Limited under, Section 20 read with Section 19, of the Telecom Regulatory Authority of India Act, 1997, with a prayer to initiate proceedings against the Contemnor, M/s Lytus Sri Sai Networks Private Limited and Others, under Section 20 of the Telecom Regulatory Authority of India Act, 1997 and hold its employees guilty of willful disobedience of the orders dated 24.07.2026 and 27.07.2026 and/ or impose penalty on the Contemnor as per Section 20 of the Telecom Regulatory Authority of India Act, 1997 and/ or direct the Contemnor to strictly comply with the orders dated 24.07.2026 and 27.07.2026, with a further direction to maintain status quo of the subscribers, as on 23.07.2026 and restrain themselves from receiving/obtaining, the signals of the Applicant from other MSOs either directly or indirectly and/ or direct the Contemnors to maintain status quo ante existing as on 23.07.2026 (prior to the action of taking over as by the Contemnor No. 7). Direct the Contemnor No. 7 to immediately disconnect the signals being provided by Contemnor No. 7 to Contemnor No. 1, either directly or indirectly, or otherwise using DAS, CAS, SMS,

DRM, CAM, STBs and any other allied equipment's belonging either to Contemnor No. 1 or Contemnor No. 7, with a direction to Contemnors to clear the legitimate dues in the tune of Rs.14,39,17,332/- (Rupees Fourteen Crores Thirty Nine Lakhs Seventeen Thousand Three Hundred and Thirty Two Only) of the Applicant and/ or pass appropriate coercive directions including attachment of revenue/ accounts/ receivables of the Contemnors and/ or direct personal presence of Contemnor No. 2 to Contemnor No. 6, being the Directors of Contemnor No. 1, before this Hon'ble Tribunal and/ or execute orders dated 24.07.2026 and 27.07.2026 by directing the Local SDM or any other authority under TRAI Act, 1997 to ensure that the order is fully and absolutely executed and/ or direct the local Sub-divisional Magistrate and/ or any other district government authority to immediately seize all equipments including DAS, CAS, SMS and related equipments of the Petitioner and/ or pass such further order as Tribunal deem fit.

2. In brief, the Miscellaneous Application contends that the Applicant herein has filed, captioned Broadcasting Petition No. 223 of 2026, seeking recovery of outstanding subscription dues, to the tune of Rs. 14,39,17,332/- (Rupees Fourteen Crores Thirty Nine Lakhs Seventeen Thousand Three Hundred and Thirty Two Only) due and payable as on

21.07.2026 by Respondent No. 1 and its Directors - Respondent No. 2 to 6, along with urgent ad interim reliefs, restraining the Respondents from illegally migrating/ swapping subscribers, transferring their Digital Addressable System (DAS), CAS, SMS, DRM, CAM, Set Top Boxes (STBs) and other network infrastructure to any third party MSO/ DPO, in violation of the applicable Regulatory framework. There was a pleading regarding the apprehension that Respondents, in order to evade from liability towards the Applicant, are in the process of illegally swapping the subscribers STBs of the Applicant's network with another MSO without clearing the Applicant's admitted outstanding dues. The swapping of STBs, will ultimately result in taking over the CAS, SMS and other equipments of the Respondent No. 1 network by other MSO in an illegal manner, which is not permissible in terms of the TRAI Regulations.

3. Upon hearing on the first date, on 24.07.2026 this Tribunal passed exparte ad-interim order, beside issuing notice to Respondents -

> *"3. The learned counsel for the petitioner sought for ex parte ad interim order to restrain the respondent from receiving/obtaining the signals from other MSOs either directly or indirectly.*
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> *4. Having heard the counsel for the petitioner, and In*

*view of the facts and circumstances of the case, by way of ex parte ad interim order the respondent is hereby directed to maintain status quo as on 23.07.2026. Further, the respondent is restrained from receiving/obtaining the signals of the petitioner from other MSOs either directly or indirectly. This ex parte ad interim order shall remain in operation till next date of hearing.*

*5. Hence, the matter is adjourned on 27.7.2026."*

4. This order was instantly got communicated to Respondent by email dated 24.07.2026 itself. This email is **Annexure - A/2 (Colly)**. But, inspite of full knowledge of this Order, Respondent No. 1 is continuing to wilfully disobey the above Order of this Tribunal. As is evident from the access to the Official Website of Respondent No. 1, Sri Sai Networks (now rebranded under Lytus as Sri Sai Communications). Respondent No. 7, GTPL login page under the MSO Login option on the said website is visible. This was presented before this Tribunal at the time of second date of hearing on 27.07.2026. The copies of screenshots of the Official website of Respondent No. 1, and the subsequent redirection of the MSO Login portal to the website

and login page of Respondent No. 7, GTPL are **Annexure – A/3 (Colly)** to this Application. This *prima facie* indicates that Respondent No. 7 has either already assumed control over the Respondent No. 1's CAS, SMS, CAM, DRM and other infrastructure, or is actively participating in the operations for migration of Respondent No.1. The video recording, conducted by Applicant at 08:40 AM on 24.07.2024, clearly showed that Respondent No. 1 is taking feed from ACN's network, which has been taken over by Respondent No. 7. During this recording, dated 24.07.2026, it was observed that VC No. 01738087789, which was allocated by the Applicant to ACN, is now reflected on the Respondent No.1's feed that carry all the Applicant's channels. Meaning thereby, that Respondent No. 7 is giving its feed to Respondent No. 1 wilfully and deliberately. This screenshot, evidencing the display of VC No. 01738087789 on the feed of Respondent No. 1 at 08:40 AM on 24.07.2026 is annexed as **Annexure - A/4 (Colly)**. This was further evident from the TS Recording made at 01.05 PM on 24.07.2024 on the same VC number, which clearly shows that Respondent No. 1 continued to take the feed from ACN's network, which has been taken over by Respondent No. 7. This video recording is **Annexure - A/5 (Colly)**.

5. In June 2023, Respondent No. 7 had signed a Business Transfer Agreement to acquire the Cable Television business of seven ACT Group entities, which included A.C.N. Cable Private Limited (ACN), an MSO providing digital television and broadband services, and this was communicated to Petitioner both from Respondent No. 7 as well as ACN. The Applicant vide email dated 13.07.2026, addressed by Respondent No. 7, was informed that Respondent No. 7 had entered into a business arrangement with CAN, with effect from 01.07.2026 and was requested to transfer the equipment (PRIDs/ IRDs/ VCs/ CAM) along with the corresponding security deposit in favour of Respondent No. 7, with a specific mention in above email that ACN will be solely responsible and liable for clearing all outstanding dues pertaining to the period prior to the effective date. Whereas, ACN had vide email dated 23.06.2026, expressly acknowledged that it would be solely responsible for clearing the outstanding dues accruing prior to the effective date. Owing to illegal retransmission of channels by Respondent No. 1 through ACN's network, which has been taken over by Respondent No. 7, is a gross violation of the terms of the Subscription License Agreement executed between the Applicant and Respondent No. 1, including extant TRAI Interconnect Regulations as well as Cable Television Networks Act, 1995.

This is a Criminal offence too under the Copyright Act. 1957. Accordingly, applicant was constrained to file an Application under Order I Rule 10 read with Section 151 of the Civil Procedure Code, 1908 seeking impleadment of GTPL Hathway Limited - Respondent No.7 in above Broadcasting Petition, and it was heard by this Tribunal on 27.07.2026, wherein, impleadment was allowed, and GTPL Hathway Limited was permitted to be added as Respondent No. 7 in the main Broadcasting Petition. The Interim relief granted vide Order dated 24.07.2026 was got continued till next date of hearing. The ad-interim Order dated 24.07.2026 was binding on each of the Respondents, who were required to be bound by that. But, Respondent No. 7 is illegally transmitting and continuing to transmit the signals of the Petitioner's channel by acquiring CAS, SMS, DRM & CAM of Respondent No. 1 and is acquiring signals of the Petitioner's channels through one of its acquired network namely, ACN in the area of Siddipet in the State of Telangana in an illegal and unauthorised manner which is in violation of TRAI's Interconnection Regulations as well as Cable Television Network Regulation Act, 1995 and is an offence under Copyright Act, 1957, which is in the willful disobedience of Order of this Tribunal dated 24.07.2026 as well as 27.07.2026. Applicant had issued a Cease cum Desist Notice dated

30.07.2026 to all the Respondents, for unauthorised and illegal transmission/ unencrypted mode of channels of the Applicant, which was replied by Contemnor No.7 and was with denial of entire contention. Despite the restraint Order, dated 24.07.2026 and 27.07.2026 passed by this Tribunal coupled with the service of same over Respondent, by email, the Order is being disobeyed wilfully by continued and rampant retransmission/ piracy of the Applicant's channel at the hands of Respondent No. 1 in an unauthorized and illegal manner by using VC number of ACN whose business has admittedly acquired by Respondent No. 7, due to which the Petitioner was constrained to disconnect the Respondent from its network on 31.07.2026. Respondent No. 1 and 7 had adopted such an approach only to bypass the orders passed by this Tribunal and cause great revenue loss to the Applicant and to illegally collect subscription revenue from its subscribers, by making a wrongful gain and wrongful loss to the Applicant. The takeover of Contemnor No. 1 by Contemnor No. 7, is grossly illegal as the same was done without prior written consent of the broadcaster Petitioner, which is pre-requisite as per Clause 18.5 of this Subscription Agreement entered in between Petitioner and Contemnor No. 1. Hence, it is evident that Respondent No. 1 had fully disobeyed and

violated the Order dated 24.07.2026 and 27.07.2026 of this Tribunal. Hence, this application with above prayer.

6. Inspite of sufficient service no reply by Respondent No. 1 i.e., a corporate entity got filed.

7. A reply by Respondent No. 2 and Respondent No. 3/ opposite parties, who were added as array of party because of being said to be Director of Respondent No. 1, corporate entity, has been filed with this contention, that no personal activity by these two Respondents, amounting to willful disobedience of the Order dated 24.07.2026 and 27.07.2026 of this Tribunal has been said against these two Directors, who can never be rendered personally liable for every alleged act or omission of the Company. Respondents were directed to maintain status quo as on 23.07.2026 with a further restraint from receiving/ obtaining the signals of the Petitioner from other MSO's either directly or indirectly. To maintain status quo, was of no specific fact as to what was to be maintained. Vide Order dated 27.07.2026 this order was simply made continued and operative till the next date of hearing. It neither clarifies the expression status quo nor impose any fresh or specific direction upon the Answering None-Applicants i.e., Respondent No. 2 and 3, who

have maintained status quo as on 23.07.2026. Thereby, there is no willful disobedience of the Interim Order of this Tribunal. The pleading as well as application establishes the alleged violation, primarily by Respondent No. 1 and Respondent No. 7. Wherein, the allegation was that, that Respondent No. 1 continued transmission through the alleged network of Respondent No. 7 for which there was no nexus qua Respondent No. 2 and Respondent No. 3. These two Respondents ceased to exercise the position, authority and control in Respondent No. 1 which the Applicant appears to presume merely on account of their past association with the Company. Mr Palle Srinivas, Respondent No. 2 has been removed from the position of Managing Director of Respondent No. 1 and Mrs Palle Sunitha, Respondent No. 3 has ceased to be a Director of Respondent No. 1. Hence, none of them are presently possessing the position in Corporate Entity, Respondent No. 1. Hence, this application was prayed to be dismissed as against them.

8. The reply filed by Respondent No. 4 – Mr Mundigonda Sai Ramakrishna and Respondent No. 6 – Mr Hanish Dinesh Talsania is of the fact that these Respondents, being the Director of the Respondent No. 1 Corporate entity, cannot be personally liable, for any order or willful

disobedience by Corporate Entity Respondent No. 1 and Respondent No. 7. The prayer, made in this application, is also not maintainable under Section 20 and 19 of the TRAI Act. Both of these objectors were Investor - nominee Directors on the Board of Respondent No. 1 and Respondent No. 4 continued to hold Office as such as of the date of this Reply, whereas, Respondent No. 6 resigned as a non – executive Director on 07.08.2026. No specific contention with regard to willful disobedience by these two objector is there in the application. Respondent No. 2 was appointed as Managing Director of the Respondent No. 1 Company vide agreement dated 01.08.2024 and he was entrusted with the responsibility for the day to day affairs of the Company. He was the authorized signatory of Respondent No. 1 Company for operation of all Bank accounts of Respondent No. 1 Company. Respondent No. 4 and 6 at any material time, had no independent physical or operational access to the complete set of banking records, SMS/ CAS records etc., of the Respondent No. 1 which were maintained and controlled wholly by Respondent No. 2 and 3, or the person acting under their control and instructions. Respondent No. 1 is a Company for which a proceeding before NCLT was taken. The same is still in pending position. Order dated 24.07.2026 and 27.07.2026 had never been disobeyed by these

objectors. The allegation is against Respondent No. 1 and Respondent No. 7. Rather, is being obeyed by them and the prayer is for dismissal of this Application as against them.

9. Reply by Respondent No. 7 is with this contention that it is a duly Corporated Company, operating Pan India, as a Multi System Operator, having a subsisting and valid Interconnection Agreement with Petitioner, and pursuant to which, it is duly authorized to transmit the Petitioner's channels, in discharge of its contractual and Regulatory obligations, wherefor, had duly furnished Monthly Subscriber Reports (MSRs) routinely to the Petitioner, in accordance with the applicable TRAI Regulatory framework, on the basis of which, the Petitioner has raised invoices that have been duly cleared by Respondent No. 7. In this Broadcasting Petition in hand, the dispute is in between Petitioner and Respondent No. 1 i.e., M/s Lytus Sri Sai Networks Private Limited with regard to alleged outstanding subscription dues claimed by Petitioner against Respondent No. 1. Subsequently vide Order, dated 27.07.2026, this Respondent No. 7 was added as Respondent, in the array of parties, vide order of this Tribunal. But, this subsequently added Respondent No. 7, may never be fastened with the liability, allegedly owed by Respondent No. 1. Respondent No. 7 was not even a party to the

proceedings at the time when Order dated 24.07.2026 was passed, and was only impleaded subsequently vide Order dated 27.07.2026 and vide order dated 27.07.2026 order passed by this Tribunal on 24.07.2026 was continued and no order was passed in respect of this answering Respondent No. 7 nor were any directions issued to it. The Broadcasting Petition is principally a recovery Petition, arising out if a dispute between the Petitioner and Respondent No. 1, M/s Lytus Sri Sai Networks Private Limited, concerning the alleged outstanding subscription dues, which are stated by the Petitioner to be owed to it by Respondent No. 1 and this was result of subscription agreement executed between Petitioner and Respondent No. 1, of which Respondent No. 7 was complete stranger and was with no Privity of Contract in relation thereto. Respondent No. 1 i.e., M/s Lytus Sri Sai Networks Private Limited, had an independent Interconnect Agreement with the Petitioner, and the alleged claim is said to be of outstanding dues arisen there under. Respondent No. 1 is presently embroiled in serious internal disputes concerning the management and control of its affairs, and for recovery of alleged outstanding subscription dues, present Petition was got filed. There is no takeover, merger or acquisition of Respondent No. 1 by Respondent No. 7. Rather, much prior to Order dated 24.07.2026, Respondent No. 1 and

Respondent No. 7 had already entered in an understanding to service the subscribers of Respondent No. 1, and Respondent No. 7 duly on-boarded the LCOs of Respondent No. 1 and started supplying signals to its subscribers in compliance of the relevant Regulations, for which Respondent No. 7 is obligated to pay the broadcaster (Petitioner) for the same from the date of addition of such subscribers, while any past dues of the Respondent No. 1 remains to be against Respondent No. 1 exclusive and sole obligation. Respondent No. 7, through monthly subscriber report, and in accordance with the applicable Law and Regulatory framework, will be shared with the Petitioner in due course. Respondent had also, vide email dated 14.08.2026, disclosed to the Petitioner certain augmentation and addition of CAS and SMS. Thus, the answering Respondent No. 7 has at all material times duly acted in accordance with the applicable contractual and legal framework. In a legal notice, dated 07.08.2026, issued on behalf of Respondent No. 4 to 6 to Respondent No. 7, having the same allegation as of Petitioner, was replied by Respondent No. 7 on 11.08.2026, demonstrating the present Petition to be under collision with Respondent No. 4 to 6. This notice dated 07.08.2026 and reply dated 11.08.2026 is **Annexure - R3** and **Annexure - R4 (Colly)** respectively. Hence, there is no willful

disobedience or contempt, to be redressed under Section 19 and 20 of the TRAI Act. Hence, this prayer for dismissal of same.

10. Heard Learned Counsels for both side at length and gone through the materials placed on record.

11. Section 19 of the Telecom Regulatory Authority of the India Act, 1997 provides –

> "19. Orders passed by Appellate Tribunal to be executable as a decree --- (1) An order passed by the Appellate Tribunal under this Act shall be executable by the Appellate Tribunal as a decree of civil court, and for this purpose, the Appellate Tribunal shall have all the powers of a civil court.
>
> (2) Notwithstanding anything contained in sub-section (1), the Appellate Tribunal may transmit any order made by it to a civil court having local jurisdiction and such civil court shall execute the order as if it were a decree made by that court."

Meaning thereby, the decree drawn on the basis of adjudication concluded by this Appellate Tribunal is executable by this Tribunal itself as an execution of a decree under Order XXI of Code of Civil Procedure

or the Tribunal is with jurisdiction to transfer it to a Civil Court of the area of jurisdiction, where property of JD exist for execution of the decree in question, and after receipt of this execution proceeding by above transferee Civil Court, the decree shall be deemed to have been passed by that Civil Court itself, who will get it executed as per Order XXI of Code of Civil Procedure. This provision of law is undisputed and in present Miscellaneous Application in hand, the dispute is not with regard to execution of a decree, because decree has not yet been passed.

12. Section 20 of the Telecom Regulatory Authority of the India Act, 1997 provides –

> "20. Penalty for wilful failure to comply with orders of Appellate Tribunal If any person wilfully fails to comply with the order of the Appellate Tribunal, he shall be punishable with fine which may extend to one lakh rupees and in case of a second or subsequent offence with fine which may extend to two lakh rupees and in the case of continuing contravention with additional fine which may extend to two lakh rupees for every day during which such default continues."

Meaning thereby, willful default or failure to make compliance of any order of this Appellate Tribunal, makes the act an offence, and gives the recourse of imposing fine in the tune and conditions given above.

13. The very object of the TRAI Act, 1997 (24 of 1997) is "an Act to provide for the establishment of the Telecom Regulatory Authority of India and the Telecom Disputes Settlement and Appellate Tribunal to regulate the telecommunication services, adjudicate disputes, dispose of appeals and to protect the interests of service providers and consumers of the telecom sector, to promote and ensure orderly growth of the telecom sector and for matters connected therewith or incidental thereto." Hence, this Telecom Disputes Settlement and Appellate Tribunal (TDSAT) has been established for adjudicating disputes and disposal of appeals and be the regulator to protect the interest of 'service provider' and consumers of the telecom sector, to promote and ensure orderly growth in telecom matters. Section 14 of this act provides for establishment of this Tribunal. Section 16 is the ouster provision, whereby the jurisdiction of Civil Court has been exclusively ousted with regard to matters given under Section 14 within the jurisdiction of this Tribunal for adjudication as well as disposal of appeals in above regard. No Civil Court shall have jurisdiction to entertain any suit or proceeding in respect of any matter

which the Appellate Tribunal is empowered by or under this Act to determine and no injunction shall be granted by any Court or other authority in respect of any action taken or to be taken in pursuance of any power conferred by or under this Act. Section 16 provides for procedure and powers of Appellate Tribunal, wherein specific provision is that Appellate Tribunal shall not be bound by the procedure laid down by the Code of Civil Procedure, 1908 (5 of 1908), but shall be guided by the principles of natural justice and, subject to the other provisions of this Act, the Appellate Tribunal shall have powers to regulate its own procedure, where under procedure for filing petition, appeal before TDSAT, had been proclaimed as Telecom Disputes Settlement and Appellate Tribunal, 2005 which was subsequently amended by 2022 provision. The purpose is that strict adherence with procedural aspect of CPC is not needed, but, the principle of natural justice is to adhered. But, it does not mean that while making adjudication in this subject matter, where the specific provision is that proceeding before this Tribunal will be of a Civil Adjudication, the provisions given under Code of Civil Procedure, will not be available to vindicting this Tribunal, otherwise. Rather, under sub - Section 2 of Section 16, it has been specifically given that the Tribunal while trying a suit in respect of the following matters

specified from sub clause (a) to (i) in this sub - section, the same procedure and power as is given to Civil Court, under Code of Civil Procedure, 1908 shall be available with this Tribunal. Likewise, under Sub - Section 3 the protection as well as relevant provisions available to Civil Court under Section 193 and 228, Section 196 of Indian Penal Code (45 of 1860) is available to this Tribunal and this Appellate Tribunal shall be deemed to be a Civil Court for the purpose of Section 195 and Section XXVI of the Code of Criminal Procedure, 1973 (2 of 1974). Hence, this Tribunal, while making adjudication for the subject matter under dispute, falling within the subject given under Section 14 of TRAI Act, is making adjudication of matter, as a trial of civil suit, and is to be considered as a Civil Court for that purpose. There is a specific bar and ouster of Civil Court jurisdiction given under Section 27 of the TRAI Act, that no Civil Court shall have jurisdiction in respect of any matter which the Authority is empowered by or under this Act to determine. Hence, the Civil Laws, who creates rights and liabilities are to be of full effect with regard to subject matter of dispute before this Tribunal and the procedure given for adjudication in Code of Civil Procedure, 1908, don't strictly to be adhered, but creating of any substantive right or making procedure for Civil adjudication, may be made applicable in procedure of

this Tribunal, if not specifically prohibited under this Act of TRAI or other settled proposition of law.

14. The Specific Relief Act, 1963, amended vide the Specific Relief Act, 2018 (18 of 2018), which came in effect from 01.10.2018 is the law with regard to certain kind of specific relief. A matured legal system, endeavours to provide not merely a remedy for every right infringed, but also an adequate remedy. It was in this process of a search for effective remedial action, the Specific Relief Act, emanated from the equity Courts in England, came in existence. The jurisdiction of Courts in India to grant specific performance of contracts, for instance, existed independently of the specific relief act in those areas, where this Act was not applicable, subsequently this act came in existence with the statement of object or reason for making implementation of recommendation of the Law Commission contained in its 9th Report on the Specific Relief Act, 1877, except in regard to Section 42 which is being retained as it now stands. The Chapter II of this Act, the Specific Relief Act, 1963 provides for specific performance of Contracts. Part III provides for preventive relief, wherein Chapter VII provides for injunctions generally, wherein Section 36 provides for preventive relief how granted, Section 37 provides for temporary and perpetual injunctions and Chapter VIII provides for

perpetual injunctions, Section 39 provides for mandatory injunctions, Section 40 is for damages in lieu of, or in addition to, injunction, Section 41 provides for the circumstances under which injunction is to be refused. Hence, this Chapter of Injunction either temporarily or permanently is under this Part III of the Specific Relief Act and this is the only substantive right regarding the injunction or restraint order given by a Civil Court, which has specifically been written under Section 37 of the Specific Relief Act, to be regulated by the Code of Civil Procedure, 1908. Hence, though it is a Code of Civil Procedure giving the procedure, but this section is accomplish to substantive right of Injunction, in addition to this substantive right given under Specific Relief Act, 1963 and under this pretext, in present case this injunction order has been granted by Court No. 1 of this Tribunal for alleged violation of which this contempt request has been made by this application. Hon'ble Apex Court in **Union of India Vs Tata Teleservices (Maharashtra) Ltd., (2007) 7 Supreme Court Cases 517** had elaborately discussed and propounded the law relating to this Telecom Disputes Settlement and Appellate Tribunal, wherein, each of the relevant Sections regarding the Constitution, jurisdiction, working and appeal against it before Hon'ble Apex Court has been discussed. The law laid down by Hon'ble Court in

**2009 SCC Online Cal 1638: AIR 2009 Cal 260 Sunil Kakrania & Ors Vs. M/s Saltee Infrastructure Ltd.**, & Anr., has been filed by parties wherein, the procedure for injunction as well as procedure for attachment before Judgment provided under Order 38 Rule 5 read with Section 151 of CPC has been discussed. The Principle propounded in above law, is with regard to circumstances for attachment before Judgment as well as issuing of injunction order under Order 39 Rule 1 and 2 along with the provision of Order 39 Rule 2-A for any disobedience of same. The above proposition of law is not under dispute.

15. The law filed by Petitioner – Applicant in **2006 SCC Online TDSAT 162 Mahadev Cable Net through its Partner Goverdhanbai Ambabhai Patel Vs. Star India Pvt., Ltd., Having its Office at Star House** is with specific proposition of law "11. Section 19 of the Act contemplates the execution of the order of this Tribunal as a decree of the civil court and for that purpose this Tribunal has all the powers of a civil court. The object of the Act clearly indicates that the resolution of dispute between the service providers when decided, such decision has to be taken to a logical conclusion and cannot be permitted to be flouted. It is for that purpose, Section 20 has been incorporated in the Act. From the pleadings of the parties both in the main petition as well as in the present application as

also from the orders made by this Tribunal, we are satisfied that the respondent is deliberately and willfully avoiding to comply with the order of this Tribunal in spite of repeated opportunity given to it _____ ". Hence, this Tribunal is with full power to get its order executed for coming to logical conclusion and there is no dispute in this regard.

16. The law laid down in 2012 SCC Online TDSAT 345 SCOD 18 Networking Private Ltd., Vs. United Cable Services, the full Bench of this Tribunal has propounded that the recourse under Contempt of Courts Act, 1971 and referring the matter to Hon'ble Court under Article 215 of Constitution of India is a jurisdiction given to Civil Court, but, it oftenly, sparingly be exercised. The other recourse of Order 39 Rule 2-A under Code of Civil Procedure was also discussed in this law. But, the appropriate steps under Section 20 was taken. Hence, the present matter in hand is with a prayer of this Application under Section 20 read with Section 19 of the Telecom Regulatory Authority of India Act, 1997, for initiation of proceeding for wilful disobedience of Order dated 24.07.2026 and 27.07.2026, with a prayer for execution of above order.

17. Broadcasting Petition 223/ 2026 was filed by Zee Entertainment Enterprises Limited against M/s Lytus Sri Sai Networks Private Limited

through its Directors, Respondent No. 2 to 6 with a prayer to pass an order in favour of Petitioner and against the Respondent declaring the Respondent to be in violation of the provisions of TRAI Regulations, Cable Television Act, 1996 the provisions of the DAS License and permanently restraining that Respondent to be not entitled to receipt of signals of the Petitioner's channels directly or indirectly, in any manner whatsoever and/ or using its head-end consisting of all equipment like SMS, CAS, DRM, CAM, Computers, STBs and pass a decree in favour of the Petitioner against Respondent to the tune of Rs. 14,39,17,332/- (Rupees Fourteen Crores Thirty Nine Lakhs Seventeen Thousand Three Hundred and Thirty Two Only) due and payable as on 21.07.2026, in favour of the Petitioner on account of non-payment of the monthly subscription fee, in terms of the Subscription agreements signed between the parties and/ or award 18% further interests to the Petitioner in terms of the Agreements executed between the parties, till the realization of the amounts, in favour of the Petitioner and against the Respondent and/ or pass an order in favour of the Petitioner and against the Respondent permanently attaching the bank accounts of the Respondents being A/c No - 50200105320708 of HDFC Bank, IFSC – HDFC0005196; and/ or pass an order restraining the Respondent No.1,

its Directors and its Shareholders from becoming Partners, Proprietors, Shareholders, Directors and or otherwise joining any entity directly or indirectly in any form conducting business in Broadcasting as LCO or MSO or any affiliated entities as liaison Officers or otherwise and/ or pass an order in favour of the Petitioner and against the Respondent, directing the Respondent to pay litigation costs to the Petitioner and/ or pass any other order as the Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the case.

18. This Petition was with Interim prayer to pass an exparte ad-interim order directing the Respondents to immediately pay the amount of Rs. 14,39,17,332/- (Rupees Fourteen Crores Thirty Nine Lakhs Seventeen Thousand Three Hundred and Thirty Two Only) due and payable as on 21.07.2026 to the Petitioner towards monthly subscription fees and/ or in the alternative, deposit the said amount before this Hon'ble Tribunal till the final adjudication of the present Petition and/ or pass an ad-interim ex-parte order restraining the Respondents from receiving/ obtaining the signals of the channels of the Petitioner from any third party MSO/ DPO/ LCO either directly or indirectly, using their head-end, Digital Addressable System or any other equipment or using the head-end or any equipment like SMS, CAS, DRM, CAM, Set Top Boxes of the

Respondent, till the pendency of the present Petition and/ or pass an ad-interim ex-parte order restraining the Respondent and all such third party MSO/ DPO/ LCO from supplying the signals of Petitioner's channels to the Respondent or its LCOs or its subscribers, either directly or indirectly, using/ their head-end, Digital Addressable System or any other equipment or using the head-end or any equipment like SMS, CAS, DRM, CAM, Set Top Boxes of the Respondent, till the pendency of the present petition. Pass an ad-interim ex-parte orders restraining the Respondents, its officials, employees from selling alienating or creating any third party interest in their hardware, including the head-end, Digital Addressable System CAS, SMS, DRM, CAM, STBs installed at its subscribers end, along with all equipment's installed therein and from selling alienating or creating any third-party interest in its properties and all the fitting and fixtures in its property till the pendency of the present Petition and/ or pass an ad-interim ex-parte order restraining the Respondent and any other DPO dealing with the assets (immovable and movable) of the Respondent including its head-end consisting of all equipment like SMS, CAS, DRM, CAM, Computers, STBs and the bank accounts of the Respondent being A/c No. - 50200105320708 of HDFC Bank, IFSC – HDFC0005196 in any manner whatsoever, till the pendency

of the present Petition. This Petition was heard by this Tribunal, Court No. 1 on 24.07.2026 wherein, Order was passed –

> "1. Learned counsel for the petitioner submitted that they shall remove the office objections/ defects during course of the day. Thereafter, the Registry will assign a regular number to this DN/486/2026 (BP).
>
> 2. Issues notice to the respondent, to be served by dasti as well as email, returnable by the next date of hearing.
>
> 3. The learned counsel for the petitioner sought for ex parte ad-interim order to restrain the respondent from receiving/ obtaining the signals from other MSOs either directly or indirectly.
>
> 4. Having heard the counsel for the petitioner, and in view of the facts and circumstances of the case, by way of ex parte ad interim order the respondent is hereby directed to maintain status quo as on 23.07.2026. Further, the respondent is restrained from receiving/ obtaining the

signals of the petitioner from other MSOs either directly or indirectly. This ex-parte ad-interim order shall remain in operation till next date of hearing.

5. Hence, the matter is adjourned on 27.7.2026."

On 27.07.2026 the Order is as below –

"1. M.A. No. 205 of 2026 - This miscellaneous application has been preferred by the original petitioner for joining M/s. GTPL Hathway Limited (GTPL) as a party respondent.

2. Having heard the counsel for the petitioner and looking to the averments made in this petition, it appears that the M/s. GTPL Hathway Limited will be a necessary party and the said party will be affected by the outcome of this Broadcasting Petition. Hence, this M.A. is hereby allowed. M/s. GTPL Hathway Limited is permitted to be added as a party respondent no.7. Amended memo of the cause title, which is annexed with the memo of this M.A as **Annexure A/5**, may be taken on record.

3. M.A. is hereby allowed and disposed of.

4. B.P. No. 223 of 2026 - Looking to the contentious issues raised in this Broadcasting Petition, the same is Admitted.

5. Notice of admission as well as on interim relief upon the respondents, including upon respondent number 7. Counsel, Mr. Aditya Giri has accepted the notice on behalf of respondent nos. 4 and 6.

6. Mr. Vibhav Srivastava accepts notice for respondent nos. 2 and 3. Notice upon rest of the respondents. Notice be served upon respondent number 1, 5 and 7 by dasti service as well as by email, returnable by the next date of hearing.

7. List the matter under the heading "For Directions" on 27.8.2026.

8. Interim relief granted earlier by our order dated 24.7.2026 shall stand continued to be operative till the next date of hearing."

19. In Para 12 of this Petition, it has specifically been mentioned that "an amount Rs. 14,36,35,347/- (Rupees Fourteen Crores Thirty Six Lakhs Thirty Five Thousand Three Hundred and Forty Seven Only) including the invoice raised for the month of July 2026, is due and payable towards DACS Subscription charges and an amount of Rs. 2,81,985/- (Rupees Two Lakhs Eighty One Thousand Nine Hundred and Eighty Five Only) including the invoice raised for the month of July, 2026 is due and payable towards IPTV Subscription Charges. Copies of updated Statement of Account for SMS ID 203775 and for SMS ID – 201673 for the period upto 21.07.2026 are annexed herewith and marked as **Annexure P-5 (Colly)**. Copy of updated statement of account for SMS ID 203836 for the period Upto 21.07.2026 is annexed herewith and marked as **Annexure P-6**." In Para 15 the contention is with regard to issuance of Disconnection Notice dated 24.10.2025 under Regulation 17 of the Interconnection Regulation, 2017. Para 21 specifically provides that Petitioner is entitled to a decree of the outstanding amount of Rs.14,36,35,347/- (Rupees Fourteen Crores Thirty Six Lakhs Thirty Five Thousand Three Hundred and Forty Seven Only) including the invoice raised for the month of June 2026 which is due and payable towards DACS Subscription charges and an amount of Rs.2,81,985/- (Rupees Two

Lakhs Eighty One Thousand Nine Hundred and Eighty Five Only) including the invoice raised for the month of June 2026 which is due and payable towards IPTV Subscription Charges as on 21.06.2026. In the alternative, the Respondents must be directed to deposit the aforesaid amount before this Hon'ble Tribunal till the disposal of the present Petition. In Para 23 it has been written that Petitioner has every reason to believe that the Respondents do not have the intention to pay to the Petitioner despite receiving numerous Disconnection Notices in this regard. Rather as per Para 24, Respondents pursuant to the Disconnection Notice dated 08.06.2026, in collusion with third-party MSO/ LCO/ DPO have started or are in the process of re-transmitting the signals of the Petitioner's channels by being taken over/ acquired/ joint venture etc., with other major DPO, thereby misusing its network in an illegal and unauthorized manner. It is also apprehended that the Respondents in order to evade their liability as aforesaid and also to obstruct or delay the execution of any orders that may be passed by this Hon'ble Tribunal, are likely to transfer or dispose of the amounts remaining/ maintained in their bank accounts, without either clearing the entire dues of the Petitioner. If the order of immediate restraint as prayed for are not passed by this Hon'ble Tribunal, in that case, the

Petitioner will be subjected to grave prejudice and hardships. In Para 25, the version is “From the grounds sources, the Petitioner has acquired the knowledge that the Respondents are in the process of illegally swapping the subscriber’s STBs of the Petitioner’s network with another MSO without clearing the outstanding dues of the Petitioner. It is pertinent to mention that the swapping of the STBs, will ultimately result in taking over the CAS, SMS, and other equipments of the Respondent No.1 network by other MSO in an illegal manner, which is not permissible in terms of the TRAI Regulations. It is the apprehension of the Petitioner that the Respondent No. 1 may be acquired /taken over by a competing MSO. Copy of one such email dated 18.07.2026 wherein the Respondents are in talks with another MSO is attached herewith and marked as **Annexure - P/11”**. In Para 26, it has been specifically written that “it is pertinent to note that the signals of the Petitioner’s channel are continuing on the Respondent No. 1’s network and the Petitioner has an apprehension that the Respondents have swapped or are likely to swap their existing STBs with those of another competing MSO without clearing the huge outstanding dues of the Petitioner. If the said STB’s are swapped by the Respondents while it continues to take signals from the Petitioner, the same will ultimately result in taking over the CAS, SMS,

DRM, CAM and other equipment of the Respondent No. 1's network by the competing MSO in an illegal manner, which is not permissible in terms of the TRAI Regulations. It is clear that the Respondent No. 1 is not permitted to swap the set-top boxes, nor use any of the CAS, SMS, DRM, CAM and other equipment belonging to the headend / Digital Addressable System of the Respondent No.1 with that of any competing MSO. This is clearly a violation of the TRAI Regulations as swapping is not permissible in terms of the TRAI Regulations _____".

20. This Petition was filed on 24.07.2026 and it was with reported defects and was as Diary No. 486 of 2026. It was admitted as Petition vide order dated 27.07.2026. Hence, it is apparent that this Court No. 1 of this Tribunal had given this ad-interim injunction order on 24.07.2026 in a defective Petition which was subsequently got admitted and given number as Broadcasting Petition on 27.07.2026, wherein direction was for maintaining status quo as on 23.07.2026 i.e., one day before the date of hearing, whereas, in the pleading in above mentioned paragraphs it has been specifically admitted that process of swapping was there and re-transmitting the signals of Petitioners channel by being takeover/ acquired/ joint venture etc., with other major DPO was in process of re-transmission and the Respondents have started and were in the process

of above re-transmission and when the disconnection notice dated 08.06.2026 was got issued, this process was in continuation. Not only this, even in this Miscellaneous Application moved under Section 20 of the TRAI Act it has been said -

> "3. That as stated in the captioned petition, the Applicant had pleaded that it had an apprehension that the Respondents in order to evade their liability towards the Applicant are in the process of illegally swapping the subscribers STBs of the Applicant's network with another MSO without clearing the Applicant's admitted outstanding dues. It is pertinent to mention that the swapping of the STBs, will ultimately result in taking over the CAS, SMS, and other equipments of the Respondent No. 1 network by other MSO in an illegal manner, which is not permissible in terms of the TRAI Regulations."

In Para 8, this has been specifically written that –

> "The same is evident from the fact that when the Applicant attempted to access the official website of Respondent No. 1, Sri Sai Networks (now rebranded under Lytus as Sri Sai

Communications), accessible at www.sscbpl.com, the Applicant was shocked to find the Respondent No. 7 - GTPL login page under the "MSO Login" option on the said website. The same was demonstrated in open court, when the matter was heard by this Hon'ble Tribunal on 27.07.2026. Copies of screenshots of the official website of Respondent No.1, and the subsequent redirection of the "MSO Login" portal to the website and login page of Respondent No. 7 - GTPL are annexed herewith and marked as **ANNEXURE A/3 (Colly)**."

Meaning thereby, at the time of hearing of impleadment application and an order for impleading M/s GTPL Hathway as Respondent No. 7, the demonstration was made in Open Court, and this was of continuation of display of Respondent No. 7 over the website of Respondent No. 1, i.e., the very contention made in Petition was there in this demonstration. Hence, Respondent No. 7 was acting over the website of Respondent No. 1 by his presence over login head prior to being impleaded as Respondent No. 7 vide order of this Tribunal.

Para No. 10, of this application provides –

> "Further the Applicant conducted video Recording at 08:40 AM on 24.07.2024 that clearly showed that Respondent No.1 is taking feed from ACN's network which has been taken over by Respondent No.7. It is submitted that during the analysis of the video recording dated 24.07.2026, to the utter dismay of the Applicant it was observed that VC No. 01738087789 which was allocated by the Applicant to ACN is now reflected on the Respondent No. 1's feed that carry all the Applicant's channels. Meaning thereby that Respondent No. 7 is giving its feed to Respondent No. 1 wilfully and deliberately. Further, the Applicant reserves its right to file the video recording as and when directed by the Hon'ble Tribunal however, the Applicant herein is attaching the screenshots of the same. Screenshots evidencing the display of VC No. 01738087789 on the feed of Respondent No. 1 at 08:40 AM on 24.07.2026 is annexed herewith and marked as **ANNEXURE-A/4 (Colly)**."

In Para No. 9, of this application it has been specifically written that -

> “The Applicant respectfully submits that the redirection of the Respondent No. 1's MSO portal to GTPL’s login on the Respondent No. 1’s website prima facie indicates that Respondent No. 7 has either already assumed control over the Respondent No.1’s CAS, SMS, CAM, DRM & any other infrastructure, or is actively participating in the operations for migration of Respondent No. 1.”

Hence, the very contention with regard to maintaining status quo as on 23.07.2026 is being said to maintained by each of the Respondents in this proceeding, and this Tribunal, while passing ad-interim order to maintain status quo anti of 23.07.226 had not specified that what was the status at that moment.

21. In Para No. 12 and 13, Petitioner had admitted that Respondent No. 7 had signed Business Transfer Agreement to acquire the cable television business of seven ACT Group entities, which included A.C.N. Cable Private Limited, an MSO providing digital television and broadband services in June, 2023 and vide email dated 13.07.2026 addressed by Respondent No. 7, it was informed that the Respondent No. 7 had entered into a business

arrangement with ACN with effect from 01.07.2026 and was requested to transfer the equipment (PRIDs/IRDs/VCs/CAM) along with the corresponding security deposit in favour of Respondent No. 7 and before this ACN will be solely responsible towards its liabilities if any, and after that this Respondent No. 7 will be responsible. Hence, the wilful disobedience by Respondents of the order dated 24.07.2026 and 27.07.2026 have not been proved by applicants. Rather, the taking over of the ACN by Respondent No. 7 and its communication made much before the filing of present Petition, and presence of Respondent No. 7 in the website of Respondent No. 1 in its login head before hearing over this Petition and passing of ad-interim order was admitted by applicant in its Petition as well as in this application. Hence, no proof of wilful disobedience of maintaining status quo anti i.e., situation of 23.07.2026 i.e., defiance of order dated 24.07.2026 and 27.07.2026 is proved as against Respondent No. 7, which was added for the first time on 27.07.2026.

22. Respondent No. 1, who is a corporate body and liability is said to have arisen against it, of whom Respondent No. 2 to 6 are the Directors wherein, few of them have filed their reply, written supra, with a specific contention for maintaining status quo and not making defiance of any order. The

contention made in this application, regarding wilful disobedience against them is also not proved for taking any action under Section 20.

23. But, so far as the liability of Rs.14,39,17,332/- (Rupees Fourteen Crores Thirty Nine Lakhs Seventeen Thousand Three Hundred and Thirty Two Only) as against Respondent No. 1 is concerned none had denied it and the same had been said to have arisen against Respondent No. 1. The main relief prayed in this Petition is of simple money recovery of Rs.14,39,17,332/- (Rupees Fourteen Crores Thirty Nine Lakhs Seventeen Thousand Three Hundred and Thirty Two Only) alongwith interest against Respondent No. 1 towards subscription dues not paid and for ensuring this payment the subsequent relief with regard to injunction and restraint is there. Hence, while ensuring the appropriate adjudication, this Tribunal is with full jurisdiction to pass appropriate order for ensuring that its Judgment or Order may not become futile. Hence, for this the effective and adequate interim recourse will be just and reasonable for making a direction to Respondent No. 1 to Respondent No. 6 for filing an undertaking in form of affidavit for assuring the realisation of above amount of Rs.14,39,17,332/- (Rupees Fourteen Crores Thirty Nine Lakhs Seventeen Thousand Three Hundred and Thirty Two Only) alongwith interest awarded over it towards outstanding subscription dues as against

Respondent No. 1 to Petitioner – Applicant, in case of it's award in decree in main Petition, within three weeks of date of this order for ensuring security as a compliance of order/ decree of this adjudication of Petition.

24. It is made further clear that Respondent No. 7 will not be responsible towards the previous outstanding dues, due against Respondent No. 1 before date of order of this Tribunal 27.07.2026, but, they are taking over re-transmitting if any, use of head-end equipment etc., swapping of STBs of Respondent No. 1 with LCOs etc., will be with charge of above assured amount against those movable and immovable assets/properties of Respondent No. 1, being acquired or taken or swapped by this Respondent No. 7 after order dated 24.07.2026.

25. The details of those assets of Respondent No. 1 is to be filed on record by Respondent No. 7 too, and this is to be made by Respondent No. 1 to Respondent No. 6 with specifying the properties/ assets of Respondent No. 1 towards above outstanding subscription dues, being claimed and to be adjudged in this adjudication proceeding.

26. In case of failure of this Order by Respondent No. 1 to Respondent No. 6 as well as by Respondent No. 7, this will be taken as a deliberate defiance and will be addressed under Section 20 of TRAI Act accordingly.

27. This Miscellaneous Application stood disposed of as above.

**…….**

**(Justice Ram Krishna Gautam)**

**Member**

16.10.2026

/BN/