

The parties hereto entered into a subscription agreement for the period 1.7.2009 and 30.6.2010 in terms whereof the respondent was to pay monthly subscription fee for a sum of Rs.24,870/- exclusive of taxes.

On or about 28.6.2010 another agreement was entered into which was valid for the period 30.4.2010 and 29.4.2011 in terms whereof a monthly subscription fees of Rs.27,432/- inclusive of taxes was payable .

The petitioner, it is stated, used to raise and serve upon the respondent "invoices". The petitioner maintains its books of accounts in ordinary course of its business.

According to the petitioner the respondent had all along been irregular in making payments as it had mostly been paying its subscription fees in lump sum.

This petition has been filed on 30.5.2011.

The prescribed period of limitation being three years, it would, thus, be entitled to recover the amount due to it for the period May, 2008 (subscription fee being payable in June, 2008) and 15.4.2011.

From a perusal of the ledger account maintained by the petitioner in ordinary course of its business, it appears that a sum of Rs.46,458/- was said to be due from the petitioner as on 1.5.2008. From the statement of account filed by the petitioner it appears that a

sum of Rs.1,76,491/- is owing and due from the respondent. The petitioner contends that it is also entitled to interest @24% per annum on the said outstanding amount.

Despite service of notice, nobody has appeared. The petitioner has taken all steps for service of notice upon the respondent. An affidavit of service was filed on 17.8.2011. Despite the same the Registry was directed to intimate the respondent about the next date of hearing.

As despite service of notice nobody appeared on behalf of the respondent, this petition was set down for ex parte hearing.

The petitioner in support of its case has filed an affidavit of Shri Srinivasan, Assistant Manager-Affiliate Accounts of the petitioner company. The said deponent has proved the documents annexed with the petition.

Inter alia, on the premise that the respondent has failed and/or neglected to pay the aforementioned amount, a legal notice dated 11.3.2011 was served calling upon it to pay the aforementioned amount of Rs.1,76,491/- together with interest @24% per annum being a sum of Rs.1,42,722/-.

The petitioner, however, admittedly has disconnected supply of signals to the respondent's network on and from 1.9.2010.

Having perused the petition as well as the affidavit affirmed by Shri Srinivasan including the books of accounts maintained by the petitioner and the demand notice, I am satisfied that a case has been made out for passing an ex parte decree against the respondent for a sum of Rs.1,30,033/-. The petitioner, however, in the opinion of this Tribunal, shall be entitled to interest at the rate of 9% per annum instead and in place of @24% per annum as claimed. Pendente lite and future interest shall also be payable at that rate.

There shall, however, be no order as to costs.

(S.B. Sinha)
Chairperson

September 28, 2011
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