

**TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL
NEW DELHI**

Dated 18th June, 2012

**Petition No.302(C) of 2011
(M.A.No.316 of 2011)**

Neo Sports Broadcast Pvt. Ltd.	...Petitioner
Vs.	
Digital BCN Entertainment Pvt. Ltd.	...Respondent

BEFORE:

HON'BLE MR. P.K.RASTOGI, MEMBER

For Petitioner	: Mr.Vikram Mehta,Advocate Mr. Sunil Shekhawat, Advocate
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For Respondent	: None
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ORDER

This petition has been filed by the Petitioner for recovery of an amount of Rs. 1,82,877.74 being the outstanding subscription fees along with due interest.

2. A notice was issued to the Respondent. As nobody appeared inspite of the service of the notice, this petition was heard ex-parte.

3. The Petitioner is a broadcaster and the Respondent is a cable operator who was getting signals from the Petitioner for two channels namely Neo Sports and Neo Cricket in certain parts of Nagpur, Maharashtra. The Petitioner and the Respondent entered into a subscription agreement dated

13.1.2010 for a monthly subscription fees of Rs. 16,580/- plus taxes. The said agreement was valid from 1.11.2009 to 31.11.2010.

4. According to the Petitioner, the Respondent was supplied the signals of two channels for the period 1.11.2009 to 31.8.2010 without any interruption. The outstanding balance of the Respondent to the Petitioner was Rs. 1,82,877.74 and the interest of Rs. 51,293/- was also due as on 21.5.2011. The Petitioner further submitted that the Respondent did not pay the outstanding subscription amount. Therefore, a legal notice was issued on 11.3.2011 and the same was served upon the Respondent.

5. By way of evidence, the Petitioner has filed an affidavit of its witness, Mr. Prashant Suvarna, Executive of the Petitioner Company. In his affidavit, the witness stated that the Petitioner has continuously and without any interruption supplied its signals of its two channels under the above mentioned Interconnection Agreement from 1.11.2009 to 31.8.2010. The same was reflected from the SMS report generated by the computer which shows the supply of signals to the Respondent for the said period. The witness also stated that he had prepared invoices raised on the Respondent. The said invoices were duly served upon the Respondent in the first week of month of each invoice. The said invoices were accepted by the Respondent and were never been challenged by the Respondent.

6. Another witness, Shri Rohit Chandela, who is Area Manager (Sales) of the Petitioner has also filed affidavit wherein he has stated that the invoices

referred were duly served upon the Respondent in the first week of month of each invoice by the distributor under his instructions and supervision.

7. The witness has also enclosed a copy of the print out of the ledger account of the Respondent maintained by the Petitioner Company. The ledger account shows that the bills have been raised totaling an amount of Rs.1,82,877.74 upto 1.8.2010 and the Respondent did not pay any amount.

8. Keeping in view the nature of evidence brought on record by the parties, I am satisfied that the Petitioner has made out a case for recovery of a sum of Rs. 1,82,877.74 towards the arrears of subscription fees payable by the Respondent herein. However, in the facts and circumstances of this case, I am of the opinion that interest of justice shall be sub-served, if in stead and in place of interest @ 24% p.a., as has been claimed by the Petitioner, interest @ 9% p.a. is allowed. The Respondent furthermore shall also be liable to pay interest at the same rate pendente lite and future till realization.

9. This Petition is decreed in part and to the extent mentioned hereinbefore. However, as nobody appears on behalf of the Respondent, there shall be no order as to costs.

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(P.K. Rastogi)
Member

K.D.