

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

Dated 18th February, 2013

Petition No.41(C) of 2013

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| Manthan Broadband Services Pvt. Ltd. | ...Petitioner |
| Vs. | |
| M/s Media Pro Enterprise India Pvt. Ltd. | ...Respondent |

BEFORE:

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

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| For Petitioner | : Dr.A.M. Singhvi,Sr.Advocate Mr. Navin Chawla,Advocate Ms. Nidhi Parashar, Advocate Mr.Sanjeev Panigrahi,Advocate Mr.Soyaib Qureshi,Advocate |
| For Respondent | : Mr. Maninder Singh, Sr. Advocate Mrs.Prathiba M. Singh,Advocate Mr. Tejveer Singh Bhatia, Advocate Mr. Upendar Thakur, Advocate |

ORDER

The present petition has been filed by the petitioner against the notice dated 8.1.2013 under clause 6.1 of the Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations, 2012 and clause 4.1 of the Telecommunication (Broadcasting and Cable Services) Interconnection Regulations, 2004 and public notice issued on 11.01.2013 for disconnection of the signals of TV channels of the respondent to the various networks of the petitioner.

2. The respondent had issued notice on 4.1.2013 demanding an amount

of Rs. 3,47,11,053/- for Digital Addressable Systems and non-DAS areas of Kolkatta and an amount of Rs. 10,08,45,047/- from various non-DAS head end in East zone.

3. The petitioner has submitted that the account maintained by the respondent are always faulty and are made up for the purpose of putting pressure on the petitioner to pay over and above the agreed amount and re-negotiate the agreement to give growth to the respondent.

4. Dr. A.M. Singhvi, learned senior counsel appearing on behalf of the petitioner contended that :

(a) the statement of account sent alongwith 4.1 notice does not tally with invoice received for several headends.

(b) the account does not show the settled amount as on 31.03.2012.

(c) the DAS has not been implemented in Kolkatta due to law and order.

(d) the account of the petitioner were reconciled and amount of Rs. 7,83,04,824/- as per notice dated 14.06.2012 was reduced to Rs. 4.90 crores in the said reconciliation process and the said amount was paid to the respondent.

(e) the petitioner faced migration of large number of operators in

different areas after signing of the agreement and the same has not been account for.

(f) according to the agreement, 60 days credit period is to be provided which has not been accounted for.

5. Mr. Maninder Singh, learned senior counsel appearing on behalf of the Respondent stated that the petitioner has to pay an amount of Rs. 12,14,17,898/- after considering the payment of Rs. 3.5 crores paid after Delhi High Court order dated 1.2.2013 in WP (C) No. 637 / 2013 as on February 2013.

He brought to my notice the agreement executed between the parties on 06.09.2012 which is applicable from 1.4.2012 to 31.03.2013 wherein an amount of Rs. 2.79 crore is to be paid per month.

He has further brought to my notice an agreement dated 24.09.2012, according to which, the agreement was valid for the period of 6 months commencing from 1.11.2012 upto 30.04.2013 for DAS area in Kolkata. A fixed amount of Rs. 1,15,32,280/- has to be paid per month. He pointed out that after November 2012, the amount of Rs. 95,45,011/- has been revised to around Rs. 1.15 cr.

6. Mr. Navin Chawla, learned counsel appearing on behalf of the petitioner has informed that for all the networks the total monthly subscription fees as shown by the respondent itself, is Rs. 1.33 cr and the respondent has not considered the credit period of 60 days as mentioned in the agreement. According to Mr. Chawla an amount of Rs. 2,73,75,267/- was payable to the respondent on 31.12.2012 and he has already paid Rs. 3.5 cr as per High Court direction. He further said that he is ready to pay Rs. 2.40 cr by 28.02.2013.

It seems that the disputes between the parties relates to :

- (a) Reconciliation of accounts
- (b) Request of the petitioner for down-gradation of the subscription fee in view of the migration of several operators.
- (c) Implementation of DAS in metro area. According to the respondent, the DAS has come into force on 1.11.2012, while the same is disputed by the petitioner.
- (d) Calculating the outstanding amount after accounting for the credit period.

7. It is seen from the records that 60 days credit period is allowed in agreement dated September 2012 and 30 days credit period is allowed in DAS agreement.

8. According to a statement handed over by the counsel for the respondent during hearing, an amount of Rs. 12.14 crores is to be paid by the petitioner for subscription upto February 2013. If 60 days credit period is allowed in terms of the agreement, the subscription amount upto November 2012 becomes payable by 31.01.2013 which is 12.20 crores as per statement given by the respondent. The petitioner has paid an amount of Rs. 6.27 cr and Rs. 3.5 crore in December 2012 and February 2013 respectively. However, it is stated that the cheques for an amount of Rs. 3.66 cr were dishonoured. Therefore, the petitioner has to pay around Rs. 6 cr upto 31.01.2012, if the statement submitted by the respondent is relied upon.

9. It is necessary that respondent must file its Reply alongwith its ledger statements. The petitioner should also have an opportunity to file Rejoinder thereto and its version as to the amount payable to the respondent.

10. Therefore, I am of the opinion that interest of justice will be subserved if the petitioner pays an amount of Rs. 2.5 crores to the respondent within a period of one week. It will also pay an amount of Rs. 2.75 crores every month starting from 28th February 2013 pending further directions from this Tribunal. Subject to the same, the respondent will not give effect

to its notices dated 8.1.2013 and public notice issued on 11.01.2013.

11. It is further directed that the representatives of both the parties shall meet to reconcile their accounts within two weeks.

12. This order will be subject to any other or further order passed by this Tribunal.

13. The respondent may file its reply within 10 days. Rejoinder thereof, if any, be filed within 10 days thereafter.

14. Put up the matter on 21.03.2013 under the heading "for directions".

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(P.K.Rastogi)
Member

/NC/