

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

**Dated 18<sup>th</sup> February, 2013**

**Petition No.42(C) of 2013**

Digi Guntur Network Pvt. Ltd.

...Petitioner

Vs.

ESPN Software India Pvt. Ltd.

...Respondent

**BEFORE:**

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

For Petitioner

: Mr. Jayant Kumar Mehta, Advocate  
Mr. Sharath Sampath, Advocate

For Respondent

: Mr. N. Ganpathy, Advocate

**ORDER**

The present petition has been filed by the Petitioner challenging the notice under clause 4.1 dated 11.01.2013 and a public notice dated 12.01.2013 under clause 4.3 of the interconnect regulations wherein the network of the Petitioner is threatened to be disconnected on the ground of non-payment of subscription dues.

2. According to the Petitioner, the Respondent has raised a consolidated invoice to Digicable Network Pvt. Ltd. towards subscription charges for the

period September 2012 to December 2012 on 10.12.2012 wherein an outstanding to the tune of Rs.13,50,430 is also shown payable by the Petitioner to the Respondent. It has already paid an amount of Rs.10,75,568/- in January 2012 which is not reflected in the accounts of the Respondent.

3. Mr. Jayant Mehta, learned counsel appearing on behalf of the Petitioner has brought to my notice an e. mail (date not indicated) wherein the Digi Cable Network has paid an amount of Rs.6.5 crores, out of which an amount of Rs.10,75,568/- was pertaining to the network of the Petitioner.

4. Mr. Ganpathy, learned counsel appearing on behalf of the Respondent states that this petition is not maintainable as there is no privity of contract between the Respondent and the Petitioner.

Mr. Ganpathy has shown that the MoU was signed between the Respondent and the Digi Cable Network (India) Pvt. Ltd. and Digi Western Network Private Ltd. and no contract or the agreement had been signed between the Petitioner i.e. Digi Cable Guntur and the Respondent. The Petitioner is one of the networks of the Digi Cable Network Pvt. Ltd.

Mr. Ganpathy has further shown a letter dated 06.02.2013 wherein the Digi Cable Network (India) Pvt. Ltd. has informed the Respondent that due to commercial disagreement between the Respondent and Digi Cable Network (India) Pvt. Ltd. with effect from 02.02.2013 and the Respondent terminating MoU dated 12<sup>th</sup> September, 2012, they are no longer re-transmitting the

channel of the Respondent through any of its head-end under the said MoU. We may produce the relevant portion of the said letter dated February 06, 2013:-

*“Mr. T.S. Panesar,  
ESPN Software India Pvt. Ltd.  
7<sup>th</sup> Floor, Tower-C, Infinity Towers,  
DLF Phase-II, Gurgaon,  
Haryana-122002.*

*Subject : Intimation about switch-off of ESS Channels and return of IRDs back to ESS*

*Dear Mr. Panesar,*

*We wish to inform you that ESPN Software India Private Limited (hereinafter referred to as ESS) has terminated MoU signed on 12<sup>th</sup> day of September 2012 with Digicable Network (India) Private Limited (hereinafter referred to as Digicable) for ESS bouquet due to commercial disagreement with effect from 2<sup>nd</sup> Feb 2013. We would also like to bring to your notice that all our head-ends/cities under the said MoU have returned IRDS back to your good office. We further state that post switch-off of channels by ESS, Digicable is no longer re-transmitting the channels of ESS through any of its head-end under the said MoU.*

*We have information that some mischievous persons may carry out illegal broadcasting/re-transmission of ESS channels using name of our company and thereafter may submit and get registered a complaint against us for illegal broadcasting/re-transmission of ESS channels. We suspect that these mischievous characters with a vindictive intention may try to involve the company in false case of illegal broadcasting/re-transmission of ESS channels.*

*We request you that before taking any legal actions against our Company please check our control rooms to verify the facts of*

*the case as per provisions of law. This intimation is being forwarded with a clear intention of keeping you informed about the development at our end.*

*Thank you,*

*For Digicable Network (India) Private Limited*

*Sd/-*

*(Authorised signatory)”*

5. After going through the record, prima facie I am of the view that the Petitioner has no contractual relationship with the Respondent. It was getting signals of the Respondent only through an agreement with the parent Digi Cable Network Pvt. Ltd. and when the agreement between the Respondent and the parent company has been discontinued the Petitioner cannot claim any relief against the Respondent.

6. The Petitioner has not made out any case for interim relief at this stage.

7. The Respondent may file its reply within two weeks. Rejoinder thereto may be filed within one week thereafter.

Put up on 21.3.2013 under the heading “for order”.

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**(P.K. Rastogi)**  
**Member**

rkc