

TELECOM DISPUTES SETTLEMENT & APPELLATE TRIBUNAL

NEW DELHI

Dated 22 August, 2017

Broadcasting Petition No. 118 of 2015

M/s Manthan Broadband Services Pvt. Ltd.

... Petitioner

Versus

News Express (Sai Prasad Media Pvt. Ltd.)

...Respondent

BEFORE:

**HON'BLE MR. JUSTICE SHIVA KIRTI SINGH, CHAIRPERSON
HON'BLE MR. A.K. BHARGAVA, MEMBER**

For Petitioner : Ms. Nidhi Mohan Parashar, Advocate

For Respondents : None

ORDER

By A.K.Bhargava, Member - The Petitioner is a MSO, who entered into an agreement with the Respondent Broadcaster for receiving and re-transmitting the respondent's channel "News Express" across its entire network. While the petitioner, as stated, carried out its obligations in terms of carriage and placement of respondent's TV channel, the respondent allegedly did not clear the dues. Aggrieved by this, the petitioner has filed this petition on 13-3-2015 against the Respondent praying for the following reliefs:

- (a) Direct the respondent to pay to the petitioner sum of Rs. 31,46,076/- which is the total outstanding accumulated by the respondent as on 16.02.2015 alongwith interest at the rate of 18% p.a.
- (b) Direct the respondent to pay pendente lite and future interest at the rate of 18% p.a. on a sum of Rs. 31,46,076/-.

Due to the non-appearance of the Respondent, the matter has proceeded *ex-parte*. The witness on behalf of the petitioner was tendered but not cross-examined in respect of its statement-in-chief.

Petitioner had signed a Memorandum of Understanding with the respondent on 1-3-2013, valid for the period 1-3-2013 to 28-2-2014, for carriage of "News Express Channel" below 550 MHz band. The carriage fee for this period was Rs. 28,00,000 plus Service Tax (if applicable), payable quarterly in advance. As per the Statement of account annexed with the petition, the Petitioner has duly raised invoices dated 2-4-2013, 18-9-2013, 12-11-2013 and 6-1-2014 for an amount of Rs. 31,46,076/- in accordance with the MoU. Petitioner has followed up for the payment of this amount through its e-mail dated 14-1-2014 followed by many other e-mails which have been annexed with the petition. Failing to get any response, petitioner has filed his petition on 13-3-2015. We find that the claim of the petitioner has been filed within the limitation period.

We further find that the petitioner had a valid written agreement with the respondent for the claim period. Petitioner has stated that it has discharged its obligation for carriage and

placement in accordance with the agreement. These averments have not been challenged by the respondent. The statement of account is supported by the invoices which are as per the agreement. The amount claimed is also for the period under written agreement. In view of this, we accept the claim of the petitioner for a sum of Rs. 31,46,076/-.

The petitioner has also claimed interest @ 18% per annum for the entire period of delay. However, the MoU between the parties does not mention any provision of interest on delayed payment. In our view, it would be reasonable and in the interest of justice to allow the claim of interest only @ 5% per annum on the sum allowed till the date of realization.

The Broadcasting Petition No. 118 of 2015 is allowed in above terms. A decree may be drawn accordingly.



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(S.K. Singh, J)
Chairperson

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(A.K. Bhargava)
Member

/NC/